



The Study Meeting of the West Valley City Council will be held on Tuesday, January 6, 2015, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 12/30/2014, 4:30 p.m.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. December 9, 2014 (Study Meeting)
 - B. December 16, 2014 (Study Meeting)
4. Review Agendas for Council Regular, Redevelopment Agency and Housing Authority Meetings of January 6, 2015
5. Resolutions:
 - A. 15-07: Approve an Agreement with J-U-B Engineers, Inc., to Provide Professional Services for Development of a Storm Water Community Outreach and Education Plan
 - B. 15-08: Authorize the City to enter into a Right-of-Way Agreement with NNA Enterprises, LLC, a Utah Limited Liability Company, for Property Located at 5558 West 2455 South and to Accept a Special Warranty Deed
 - C. 15-09: Approve a Right-of-Way Agreement with Suburban Land Reserve, Inc., a Utah Corporation, for Property Located at 5139 West 2400 South and Accept a Special Warranty Deed, Storm Drainage Easement and Two Grants of Temporary

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

Easements

6. Consent Agenda Scheduled for January 13, 2015:
 - A. Reso. 15-10: Accept a Quit Claim Deed from David W. Arnoldus and Trinidad B. Arnoldus for a Portion of Property Located at 3605 South 7200 West
 - B. Reso. 15-11: Approve a Delay Agreement with David W. Arnoldus and Trinidad B. Arnoldus for Property Located at 3605 South 7200 West
 - C. Reso. 15-12: Accept a Quit Claim Deed from GBL Investments, LLC for a Portion of Property Located at 6379 West SR-201 South Frontage Road (Parcels 14-23-100-003 and 14-23-100-004)
7. Communications:
 - A. Strategic Plan Presentation - Community Preservation Department (30 minutes)
 - B. Strategic Plan Presentation - Community & Economic Development Department (30 minutes)
 - C. West Valley Fiber Network Update (15 minutes)
 - D. Council Update
 - E. Potential Future Agenda Items
8. New Business:
 - A. Council Reports
9. Motion for Executive Session
10. Adjourn

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 9, 2014

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, DECEMBER 9, 2014, AT 4:30 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM RUSHTON.

THE FOLLOWING MEMBERS WERE PRESENT:

Corey Rushton, Councilmember At-Large/Mayor Pro Tem
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4 (arrived as noted)

Wayne Pyle, City Manager
Sheri McKendrick, City Recorder

ABSENT: Ron Bigelow, Mayor
Karen Lang, Councilmember District 3

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Lee Russo, Police Chief
John Evans, Fire Chief
Kevin Astill, Parks and Recreation Director
Jim Welch, Finance Director
Layne Morris, CPD Director
Russell Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Steve Pastorik, Acting CED Director
Jody Knapp, CED Department
Ross Olsen, Administration
Julie DeLong, Administration
Susan Klinker, Administration
Mike Christensen, Administration
Dan Johnson, Public Works Department
Jake Arslanian, Public Works Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD NOVEMBER 25, 2014**
The Council read and considered Minutes of the Study Meeting held November 25, 2014. There were no changes, corrections or deletions.

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After discussion, Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held November 25, 2014, as written. Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Nordfelt	Yes
Mayor Pro Tem Rushton	Yes

Unanimous.

Councilmember Vincent arrived at the meeting at 4:31 P.M.

2. **PRESENTATION, DAVE JONES, PATHWAY ASSOCIATES – UTAH CULTURAL CELEBRATION CENTER ANALYSIS**

Julie DeLong, Administration, introduced Dave Jones of Pathway Associates, and discussed information regarding his experience and background. She informed Mr. Jones was hired to conduct an analysis of the Utah Cultural Celebration Center (UCCC) which would be presented to the City Council at this time.

Mr. Jones used PowerPoint and presented information summarized as follows:

- Overview of a capital campaign
- Purpose of feasibility study
- Methodology – internal and external interviews
- Case for support
- Analysis of internal readiness
- Analysis of external readiness
- Project appeal
- Philanthropic environment and competition
- Availability of leaders and volunteers
- Low confidence in the goal and lead gift potential
- Limited willingness to contribute
- Inadequate pool of top donor prospects
- Willingness of top level donor prospects to contribute
- Campaign goal viability
- Economic and philanthropic trends
- General conclusions and recommendations
- Stay the course

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During the above presentation of information, Mr. Jones answered questions from members of the City Council.

Upon direction, Paul Isaac, Assistant City Manager/HR Director, discussed results of the study from staff's perspective and possible steps to be taken in moving forward.

Members of the City Council discussed information presented above and expressed individual comments and concerns.

Mr. Jones thanked the City Council for the opportunity of working on the project.

3. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED DECEMBER 9, 2014**

Mayor Pro Tem Rushton informed no new items had been added to the Agenda for the Regular Council Meeting scheduled later this night. Upon inquiry, there were no further questions regarding items scheduled on the subject Agenda.

4. **PUBLIC HEARINGS SCHEDULED DECEMBER 16, 2014:**

A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING ADOPTION OF AN IMPACT FEE FACILITIES PLAN, IMPACT FEE ANALYSIS AND AN ORDINANCE AMENDING IMPACT FEES**

Mayor Pro Tem Rushton informed a public hearing had been advertised for the Regular Council Meeting scheduled December 16, 2014, in order for the City Council to hear and consider public comments regarding adoption of an impact fee facilities plan, impact fee analysis and an ordinance amending impact fees.

Proposed Resolution No. 14-190 and proposed Ordinance No. 14-47 related to the proposal to be considered by the City Council subsequent to the public hearing, were discussed as follows:

RESOLUTION NO. 14-190, ADOPTING AN IMPACT FEES FACILITIES PLAN AND IMPACT FEE ANALYSIS

Steve Pastorik, Acting CED Director, discussed proposed Resolution No. 14-190 that would adopt an Impact Fees Facilities Plan and Impact Fee Analysis. Copies of both documents were previously provided to the City Council for review.

ORDINANCE NO. 14-47, AMENDING SECTIONS 1-2-202, 1-2-103, 1-2-205 AND 1-2-106 OF TITLE 1 OF THE WEST VALLEY CITY CODE REGARDING DRAINAGE, PARK, ROAD, FIRE AND POLICE IMPACT FEES

Steve Pastorik, Acting CED Director, discussed proposed Ordinance No. 14-47 that would amend Sections 1-2-202, 1-2-103, 1-2-205 and 1-2-106 of Title 1 of the West Valley City Code regarding drainage, park, road, fire and police impact fees.

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He stated Utah Code Annotated, Title 11, Chapter 36A required cities proposing to enact or amend impact fees prepare an impact fee facilities plan and impact fee analysis setting forth the basis for the proposed impact fees. Accordingly, the City retained GSBS Richman Consultants to prepare the documents in consultation with City staff.

The proposed impact fee facilities plan and impact fee analysis established current and proposed levels of service for storm sewer, parks, roads, police, and fire services, as well as the anticipated impacts of development on that level of service. The proposed fees substantiated and set forth by the impact fee facilities plan and impact fee analysis had been provided to members of the City Council. The information included a recommended impact fee schedule specifying facility type, service area, single-family residential, multi-family residential and general commercial/industrial.

Mr. Pastorik further reviewed and discussed the proposed Resolution and proposed Ordinance and answered questions from members of the City Council. He also discussed a summary of current and proposed fees. He advised mobile homes were not struck out in the proposed ordinance and a new draft would be distributed and uploaded to the agenda for the following week. Mr. Pastorik and the Public Works Director answered additional questions from members of the City Council.

The City Council will hold a public hearing and consider proposed Resolution No. 14-190 and proposed Ordinance No. 14-47 at the Regular Council Meeting scheduled December 16, 2014, at 6:30 P.M.

5. **RESOLUTION NO. 14-191, APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND OTHER PARTICIPATING AGENCIES, INCLUDING SALT LAKE COUNTY, UTAH COUNTY, SANDY CITY, WEST JORDAN CITY, MIDVALE CITY, SOUTH SALT LAKE CITY AND DRAPER CITY FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT SERVICES**

Russell Willardson, Public Works Director, discussed proposed Resolution No. 14-191 that would approve an Interlocal Cooperation Agreement between West Valley City and other participating agencies, including Salt Lake County, Utah County, Sandy City, West Jordan City, Midvale City, South Salt Lake City and Draper City for Utah public works emergency management services.

The proposed agreement would provide a method whereby participating agencies could receive emergency assistance from other participating agencies at the discretion of the responding agency. Responding agencies would be reimbursed from the requesting

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agency for personnel, equipment, materials and other associated costs made available during an emergency.

The proposal would create a Utah Public Works Emergency Management Alliance of cities, counties and other agencies throughout the State to provide mutual aid during emergencies. The administration of the Alliance was through the Emergency Management Committee of the Utah Chapter of the American Public Works Association.

Agencies included in the agreement to date were: Salt Lake County, Utah County, Sandy City, West Jordan City, Midvale City, South Salt Lake City and Draper City. There would be no down side to joining the alliance as the decision whether to respond to a request for mutual aid would be made by the potential responding agency. No liability would incur should an agency choose not to respond. Responding agencies would be reimbursed for any costs incurred and each participating agency would bear the risk of its own actions.

The advantage to West Valley City would be the ability to request assistance from participating agencies not affected by a local emergency and who had the ability to quickly respond with the proper equipment and trained personnel.

The Public Works Director further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The City Council will consider proposed Resolution No. 14-191 at the Regular Council Meeting scheduled December 16, 2014, at 6:30 P.M.

6. **RESOLUTION NO. 14-192, APPROVE AN AGREEMENT WITH AVENUE CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 2 OF FAIRBOURNE STATION**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 14-192 that would approve a Professional Services Agreement with Avenue Consultants, Inc. in the amount of \$145,111.30 for professional engineering services for Phase 2 of Fairbourne Station.

He stated the proposed agreement specified terms for providing a traffic analysis and preliminary design services for new Fairbourne Station roadways. The next phase of the Station would include construction of a new road at 3030 West from Lehman Avenue to 3500 South, together with extension of Weigh Station Road to 3030 West, and the reconstruction of Lehman Avenue from Holmberg Street to 3030 West. The project also included installation of a “high-T” signalized intersection at 3500 South and 3030 West. In order to accommodate turn lanes for the new intersection, it was proposed the existing Bus Rapid Transit (BRT) routes be re-routed through the new Fairbourne Station roadways.

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Avenue Consultants had been selected to provide engineering services for roadway and utility improvements for the next phase of Fairbourne Station. Under the agreement, Avenue Consultants would perform all traffic modeling necessary to secure permits from the Utah Department of Transportation (UDOT) and Utah Transit Authority (UTA) for the new signal at 3030 West. Avenue would also provide surveys and other information required to begin the final design. The proposed contract covered cost to complete a 30% design on proposed roadway and utility improvements. Final design would be included in a separate agreement.

Mr. Johnson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The City Council will consider proposed Resolution No. 14-192 at the Regular Council Meeting scheduled December 16, 2014, at 6:30 P.M.

7. **RESOLUTION NO. 14-193, APPROVE AN AGREEMENT WITH HORROCKS ENGINEERS, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PARKWAY BOULEVARD RECONSTRUCTION PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 14-193 that would approve an Agreement with Horrocks Engineers, Inc., in the amount of \$119,600.00, to provide professional services for the Parkway Boulevard Reconstruction Project.

He stated Parkway Boulevard was a major east-west corridor through the northern half of the City extending from 8000 West to Redwood Road. Roadway improvements on Parkway Boulevard east of 5600 West were largely complete, while the segment between 5600 West and 7200 West still required substantial improvements and capital expenditures.

Horrocks Engineers would be hired to study the roadway corridor on Parkway Boulevard from 5600 West to 7200 West to enable the City to make decisions on future capital improvement projects. The study would include a broad variety of topics including traffic analysis and capacity recommendations, topographical survey, initial utility investigation and drainage planning. Included in the scope of work would be the preparation and execution of a public involvement meeting to understand the public's perspective on potential roadway improvements. Based on findings and recommendations in the study, the Public Works Department would plan future capital improvement projects.

Mr. Johnson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The City Council will consider proposed Resolution No. 14-193 at the Regular Council Meeting scheduled December 16, 2014, at 6:30 P.M.

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8. **RESOLUTION NO. 14-194, AUTHORIZE THE PURCHASE OF TASER AXON FLEX BODY CAMERAS FOR USE BY THE POLICE DEPARTMENT**

Lee Russo, Police Chief, discussed proposed Resolution No. 14-194 that would authorize purchase of Taser Axon Flex Body Cameras, in an amount not to exceed \$1,057,464.97, for use by the Police Department.

He stated recent events involving interactions between police officers and members of the public had given rise to a recommendation that jurisdictions equip their law enforcement personnel with body-worn cameras. This would be a continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency.

After extensive field testing of six different camera units obtained from five different vendors, the Police Department had determined the following criteria as being essential to pursuing purchase of this new platform:

- Head mounted – “It sees what the user sees”
- Eye protection – Consistent with current training
- Video buffering
- Real time user verification
- Quality low light recording capability
- High resolution video recording
- Flexible mount platform
- Integrated RMS interface allowing for seamless and consistent uploading and tagging of videos
- Cloud-based storage
- Ability to recover deleted videos
- Tiered user/administrator access
- Updating and warranty
- Vendor stability

After consideration of the identified needs, one vendor, Taser International, possessed all the desired features in their Axon Flex product. The Police Department was previously familiar with the Taser Axon Flex product having previously acquired 15 units for field testing and deployment through the Valley Police Alliance.

In consideration of the fact that the Axon Flex Body-cam offered through Taser International was the only system that met all the identified requirements deemed essential for a body-worn camera platform, the Police Department recommended authorization of the purchase of 175 units through Taser International via a sole source purchase agreement.

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Additional information included that body-worn cameras could help improve the high quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities had about their police departments. Departments already deploying body-worn cameras had reported the presence of cameras often improved the performance of officers as well as the conduct of the community members who were being recorded. This was an important advance in policing and when officers or members of the public broke the law or behaved badly, body-worn cameras could create a public record that allowed the entire community to see what really happened.

At the same time, the fact that both the public and police increasingly felt the need to videotape every interaction could be seen both as a reflection of the times and as an unfortunate commentary on the state of police-community relationships in some jurisdictions. As a profession, policing had come far in developing and strengthening relationships with the communities being served. Body-worn cameras could increase transparency and accountability by preserving an exact record of interactions occurring between the police and the public.

Chief Russo further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 14-194 at the Regular Council Meeting scheduled December 16, 2014, at 6:30 P.M.

9. **CONSENT AGENDA SCHEDULED DECEMBER 16, 2014:**

A. RESOLUTION NO. 14-195, RATIFY THE CITY MANAGER'S REAPPOINTMENT OF COREY RUSHTON TO THE HOUSING AUTHORITY COMMISSION, TERM: DECEMBER 10, 2014 – DECEMBER 31, 2019

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-195 that would ratify his reappointment of Corey Rushton to the Housing Authority Commission for the term December 10, 2014 through December 31, 2019.

B. RESOLUTION NO. 14-196, RATIFY THE CITY MANAGER'S REAPPOINTMENT OF STEVE VINCENT TO THE HOUSING AUTHORITY COMMISSION, TERM: DECEMBER 2, 2014 – DECEMBER 31, 2019

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-196 that would ratify his reappointment of Steve Vincent to the Housing Authority Commission for the term December 2, 2014 through December 31, 2019.

C. RESOLUTION NO. 14-197, RATIFY THE CITY MANAGER'S REAPPOINTMENT OF STEVE BUHLER TO THE HOUSING

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AUTHORITY COMMISSION, TERM: JANUARY 4, 2015 – DECEMBER 31, 2019

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-197 that would ratify his reappointment of Steve Buhler to the Housing Authority Commission for the term January 4, 2015 through December 31, 2019.

D. RESOLUTION NO. 14-198, RATIFY THE CITY MANAGER'S APPOINTMENT OR REAPPOINTMENT OF MEMBERS AND AN EXECUTIVE DIRECTOR OF THE CITY CULTURAL ARTS BOARD (CAB) EXECUTIVE BOARD

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-198 that would ratify his appointment or reappointment of members and an Executive Director of the Cultural Arts Board (CAB) Executive Board.

Terms of the appointees were as outlined in documentation provided to the Council and attached to the proposed Resolution, and included the following:

Ross Olsen, Member/Executive Director
Paul Isaac, Member
Natalie Grange, Member
Don Christensen, Member
Julie Delong, Member
Susan Klinker, Member
Steve Vincent, Member
D'An Wadsworth, Member
Debbie Brown, Member

E. RESOLUTION NO. 14-199, RATIFY THE CITY MANAGER'S APPOINTMENT OR REAPPOINTMENT OF MEMBERS AND A CHAIR OF THE UTAH CULTURAL CELEBRATION CENTER (UCCC) ADVISORY BOARD

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-199 that would ratify his appointment or reappointment of members and a chair of the Utah Cultural Celebration Center (UCCC) Advisory Board.

Terms of the appointees were as outlined in documentation provided to the Council and attached to the proposed Resolution, and included the following:

Susan Klinker, Member/Chair
Ernesto "Kiko" Cornejo, Member
Dru and Leslie Drury, Member
Carol Edison, Member
Margaret Peterson, Member
Paul Ross, Member

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Anna Cutler, Member

F. RESOLUTION NO. 14-200, RATIFY THE CITY MANAGER'S APPOINTMENT OR REAPPOINTMENT OF MEMBERS AND A CHAIR OF THE ARTS COUNCIL

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-200 that would ratify his appointment or reappointment of members and a chair of the Arts Council.

Terms of the appointees were as outlined in documentation provided to the Council and attached to the proposed Resolution, and included the following:

Debbie Brown, Member/Chair
Sara Staheli, Member
Carla Smith, Member
Ryan Heiner, Member
RoseMaree Sazesh, Member
Jeanne Marse, Member
Steve Vincent, Member
Katherine St. John, Member
Bonnie Brezette, Member
Leslie Biebau, Member
Randy Thomas, Member
Dana Combs, Member

G. RESOLUTION NO. 14-201, RATIFY THE CITY MANAGER'S APPOINTMENT OR REAPPOINTMENT OF MEMBERS AND A CHAIR OF THE HISTORICAL SOCIETY

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-201 that would ratify his appointment or reappointment of members and a chair of the Historical Society.

Terms of the appointees were as outlined in documentation provided to the Council and attached to the proposed Resolution, and included the following:

D'An Wadsworth, Member/Chair
Harlan Bangerter, Member
Bill Barton, Member
Pat Rushton, Member
Nicci Wadsworth, Member
Blake Dalton, Member
Mike Winder, Member
Lars Nordfelt, Member
Kent Buckner, Member

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Ron Watt, Member
Kevin Fayles, Member

H. RESOLUTION NO. 14-202, RATIFY THE CITY MANAGER'S APPOINTMENT OR REAPPOINTMENT OF MEMBERS AND A CHAIR OF THE SISTER CITY COMMITTEE

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-202 that would ratify his appointment or reappointment of members and a chair of the Sister City Committee.

Terms of the appointees were as outlined in documentation provided to the Council and attached to the proposed Resolution, and included the following:

Don Christensen, Member/Chair
Ling Ling Chen, Member
Kevin Conde', Member
Cathy Jenn, Member
Wendy Jyang, Member
Lila Wright, Member
Abby Monroy, Member
Brian Baity, Member
Miguel Tobar, Member
Thao Huynh, Member

I. RESOLUTION NO. 14-203, AUTHORIZE THE EXECUTION AND RECORDING OF A DELAY AGREEMENT WITH MICHAEL DAHLE FOR PROPERTY LOCATED AT 2632 WEST 3500 SOUTH

City Manager, Wayne Pyle, discussed proposed Resolution No. 14-203 that would authorize the execution and recording of a Delay Agreement with Michael Dahle for property located at 2632 West 3500 South.

He stated the proposed agreement would delay installation of the required landscaping along 3500 South at 2632 West.

On October 21, 2014, the Mattress Firm submitted a building permit for a tenant improvement within one of the tenant spaces owned by Mr. Dahle. The estimated construction costs for this project totaled approximately \$125,000. The property had frontage along 3500 South that was listed as one of the City's major arterials. These frontages had specific landscaping requirements set forth in Chapter 7-13-200 of the West Valley City Municipal Code. These requirements took effect when any substantial modification to an existing site or structure in which the estimated construction cost exceeded \$50,000. These standards required a 15-foot berm landscaped area, a 10-foot sidewalk, and a 5-foot buffer of landscaping to the construction between the back of curb and the project site.

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This site was just one tenant located in the middle of a multi-tenant project and was one of three parcels owned by Mr. Dahle. The landscaping on the site had recently been upgraded and there was quite a bit of grade change from the back of curb to the project site. Therefore it would be difficult to develop just this small portion of the streetscape. The Mattress Firm desired to delay installation of any streetscape improvements until one of the adjacent properties also triggered the requirement, which at that time the entire frontage would be completed.

After inquiry by the City Manager, there were no further questions regarding items listed on the Consent Agenda.

10. **COMMUNICATIONS:**

A. **WEST VALLEY FIBER NETWORK UPDATE**

The City Manager informed there was no additional information at this time regarding the West Valley Fiber Network.

B. **COUNCIL UPDATE**

Mayor Pro Tem Rushton referenced a Memorandum previously distributed by the City Manager that outlined upcoming meetings and events as follows:

November 20, 2014

– January 3, 2015 Trees of Diversity Exhibit, UCCC

December 10, 2014 Stories & S'mories, Plaza at Fairbourne Station, 6:00 P.M.

December 10, 2014 Utah Grizzlies vs. Alaska Aces, Maverik Center, 7:05 P.M.

December 11, 2014 International Christmas Celebration 2014 – Sponsored by Latino Community Center, UCCC, 5:00 P.M. – 9:00 P.M.

December 13, 2014 Breakfast with Santa, Fitness Center, 9:00 A.M.

December 15, 2014 WorldStage! Winter Concert featuring Bonnie Harris with Mississippi Mud, UCCC, 7:00 P.M.

December 16, 2014 Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.

December 17, 2014 Utah Grizzlies vs. Colorado Eagles, Maverik Center, 7:05 P.M.

December 19, 2014 So You Think You Can Dance Live, Maverik Center, 8:00 P.M.

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December 22, 2014	WorldStage! Winter Concert featuring the West Valley Symphony, UCCC, 7:00 P.M.
December 24 & 25,	Christmas Holiday – City Hall closed
December 27, 2014	Utah Grizzlies vs. Colorado Eagles, Maverik Center, 7:05 P.M.
December 29, 2014	Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 7:05 P.M.
January 1, 2015	New Year's Day Holiday – City Hall closed
January 2, 2015	All Star Monster Truck Tour, Maverik Center, 7:30 P.M.
January 3, 2015	All Star Monster Truck Tour, Maverik Center, 2:00 P.M. & 7:30 P.M.
January 6, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 7, 2015	Utah Grizzlies vs. Alaska Aces, Maverik Center, 7:05 P.M.
January 9, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
January 10, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
January 13, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 19, 2015	Martin Luther King, Jr. Holiday – City Hall closed
January 19, 2015	Utah Grizzlies vs. Ontario Reign, Maverik Center, 1:35 P.M.
January 20, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 23, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
January 27, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 31, 2015	PBR Blue Def Velocity Tour, Maverik Center, 7:00 P.M.

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February 3, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 5, 2015	Dancing With The Stars: Live! Tour, Maverik Center, 8:00 P.M.
February 6, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
February 10, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 16, 2015	President's Day Holiday – City Hall closed
February 16, 2015	Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 1:35 P.M.
February 17, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 18, 2015	Police Department Awards Banquet, UCCC, 7:00 P.M. – 9:00 P.M.
February 20 & 21, 2015	Council Strategic Planning Meeting
February 24, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 25, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
February 28, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.

C. **ADDITIONAL COMMUNICATIONS**

City Manager, Wayne Pyle, inquired regarding preference for the location of the Council's annual Strategic Planning Meeting scheduled in February 2015.

Members of the Council indicated any of the City's facilities would be acceptable and mentioned the possibility of the Family Fitness Center.

Mayor Pro Tem Rushton stated the Mayor had suggested a holiday potluck for the next week after the Regular Council Meeting. Members of the Council indicated they liked the idea, but not everyone would be able to participate next week. A

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suggestion was made to schedule an activity to include spouses sometime in February 2015 during the Strategic Planning Meeting.

11. MOTION FOR EXECUTIVE SESSION

After discussion, Councilmember Vincent moved to adjourn and reconvene in an Executive Session for discussion of pending litigation. Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Nordfelt	Yes
Mayor Pro Tem Rushton	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE STUDY MEETING OF TUESDAY, DECEMBER 9, 2014, WAS ADJOURNED AT 5:58 P.M., BY MAYOR PRO TEM RUSHTON.

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THE WEST VALLEY CITY COUNCIL MET IN AN EXECUTIVE SESSION ON TUESDAY, DECEMBER 9, 2014, AT 6:03 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR PRO TEM RUSHTON.

THE FOLLOWING MEMBERS WERE PRESENT:

Corey Rushton, Councilmember At-Large/Mayor Pro Tem
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

Wayne Pyle, City Manager
Sheri McKendrick, City Recorder

ABSENT: Ron Bigelow, Mayor
Karen Lang, Councilmember District 3

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Lee Russo, Police Chief

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE EXECUTIVE SESSION OF DECEMBER 9, 2014, WAS ADJOURNED AT 6:29 P.M., BY MAYOR PRO TEM RUSHTON.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting and Executive Session of the West Valley City Council held Tuesday, December 9, 2014.

Sheri McKendrick, MMC
City Recorder

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, DECEMBER 16, 2014, AT 4:30 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Corey Rushton, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

Wayne Pyle, City Manager
Sheri McKendrick, City Recorder

ABSENT: Karen Lang, Councilmember District 3

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Kevin Astill, Parks and Recreation Director
Lee Russo, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Jim Welch, Finance Director
Layne Morris, CPD Director
Steve Pastorik, Acting CED Director
Aaron Crim, Acting Strategic Communications Director
Steve Lehman, CED Department
Jody Knapp, CED Department
Lee Logston, CED Department
Bob Fitzgerald, Fire Department
Dan Johnson, Public Works Department
Jake Arslanian, Public Works Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD DECEMBER 2, 2014**

The Council read and considered Minutes of the Study Meeting held December 2, 2014. There were no changes, corrections or deletions.

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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After discussion, Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held December 2, 2014, as written. Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

2. **MARGARET PETERSON – COMMUNITY EDUCATION PARTNERSHIP (CEP) ANNUAL REPORT**

Upon introduction by Mayor Bigelow, Margaret Peterson, Executive Director of Community Education Partnership (CEP), addressed the City Council. She expressed appreciation for the opportunity to report to the Council and introduced board members and after-school program coordinators from Kennedy Jr. High who were in attendance.

Using PowerPoint, Ms. Peterson discussed information summarized as follows:

- Background and history of CEP
- Goals and objectives
- Programs funded by major grants
- 2014 Donors – funding and in-kind services
- Partnerships
- Programs
- Board of Directors
- Photographs of students participating in after-school and other programs at various schools in West Valley City
- External program evaluations and statistics regarding positive student outcomes

During the presentation, Ms. Peterson also answered questions from members of the City Council. She expressed appreciation for the City's support of the CEP and its programs.

Councilmember Buhler stated he had served as a board member for four years and complimented Ms. Peterson on her efforts regarding the CEP and its programs. He also expressed a desire to see the program as a long-term community project with the hopes of keeping the students in West Valley City.

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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3. **DON CHRISTENSEN – SISTER CITY STUDENT EXCHANGE PROGRAM UPDATE**

Upon introduction by the Mayor, the Chairman of the Sister City Committee, Don Christensen, discussed the Sister City Student Exchange Program including recruiting efforts in five high schools in and around the City. He indicated only two applications had been submitted, both from students attending Skyline High School on the east side of the Salt Lake Valley. He advised that the Committee members were adamant the program should only be for students who were West Valley City residents. He also advised work continued regarding scholarship funding and transportation donations. He reported the Committee was still evaluating the program and it was anticipated it would not go forward this year.

Mr. Christensen answered questions from members of the City Council and listened to input and suggestions.

4. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED DECEMBER 16, 2014**

Mayor Bigelow informed no new items had been added to the Agenda for the Regular Meeting scheduled later this night. Upon inquiry, there were no further questions regarding items scheduled on that Agenda.

5. **PUBLIC HEARINGS SCHEDULED JANUARY 6, 2015:**

A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2014-2015 BUDGET**

Mayor Bigelow stated a public hearing had been advertised for the Regular Council Meeting scheduled January 6, 2015, in order for the City Council to hear and accept public input regarding re-opening the Fiscal Year 2014-2015 Budget.

Proposed Ordinance No. 15-01 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 15-01, AMENDING THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

City Manager, Wayne Pyle, discussed proposed Ordinance No. 15-01 that would amend the Budget of West Valley City for the fiscal year beginning July 1, 2014 and ending June 30, 2015, to reflect changes in the Budget from increased revenues and authorize the disbursement of funds.

He stated State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allowed West Valley City to amend its budget during the year. The

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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City held public hearings on budget amendments on a quarterly basis each fiscal year. Public notice had been given as required by law.

The City Manager discussed footnote nos. 1 through 16 and explained in detail each line item, and by reference made part of this record. He answered questions from members of the City Council regarding specific line items and other matters pertaining to the proposed budget opening.

The City Council will hold a public hearing and consider proposed Ordinance No. 15-01 at the Regular Council Meeting scheduled January 6, 2015, at 6:30 P.M.

B. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-19-2014, FILED BY ABDUL AFRIDI, REQUESTING A PLAT AMENDMENT FOR LOTS 1, 13 AND 14, AND A PARTIAL STREET VACATION FOR A PORTION OF WINTON STREET IN THE CHESTERFIELD PLAT A SUBDIVISION LOCATED AT APPROXIMATELY 2516 SOUTH WINTON STREET

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled January 6, 2015, in order for the City Council to hear and consider public input regarding Application No. S-19-2014, filed by Abdul Afridi, requesting a plat amendment for Lots 1, 13 and 14, and a partial street vacation for a portion of Winton Street in the Chesterfield Plat A Subdivision located at approximately 2516 South Winton Street.

Proposed Ordinance No. 15-01 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 15-02 APPROVING THE AMENDMENT OF LOTS 1, 13 AND 14 OF THE CHESTERFIELD PLAT A SUBDIVISION, INCLUDING A PARTIAL STREET VACATION TO A PORTION OF WINTON STREET

Steve Lehman, CED Department, discussed proposed Ordinance No. 15-02 that would approve the amendment of Lots 1, 13 and 14 of the Chesterfield Plat A Subdivision, including a partial street vacation to a portion of Winton Street.

He stated the application would approve the amendment as described and also dedicate a new cul-de-sac to allow Winton Street to end with an approved terminus. It would also vacate a portion of Winton Street that was no longer needed. The property was bordered on the north, south and west by existing residential uses and the east by Winton Street and UTA's Trax line.

The applicant had proposed to construct a cemetery at the south end of Winton Street, located in close proximity to the Islamic Society of Greater Salt Lake. It would be that organization to oversee the operation of the cemetery. A cemetery

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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was defined as a community use in the City's land use code. In the agricultural zone, community use was listed as a permitted use. Issues related to the development of this site would be addressed as part of the permitted use application. The subject application would consolidate lots, vacate and dedicate right-of-way.

Access to the cemetery would be gained from Winton Street via the new cul-de-sac. At the present time, public improvements did not exist along Winton Street. The cul-de-sac would be constructed with curb, gutter, sidewalk, and a streetlight. The south end of Winton Street was not needed and would therefore be vacated.

Mr. Lehman further reviewed and discussed the Application and proposed Ordinance and displayed a map. He also answered questions from members of the City Council.

Upon further discussion, Councilmember Rushton suggested landscaping requirements be required for properties along the Trax line.

The City Council will hold a public hearing regarding Application No. S-19-2014 and consider proposed Ordinance No. 15-02 at the Regular Council Meeting scheduled January 6, 2015, at 6:30 P.M.

6. **RESOLUTION NO. 15-01, CHANGING THE TRUSTEE ON THE CITY'S LIFE INSURANCE POLICY WITH WESTERN RESERVE LIFE**

Paul Isaac, Assistant City Manager/HR Director, discussed proposed Resolution No. 15-01 that would change the trustee on the City's life insurance policy with Western Reserve Life.

He stated the proposal would change the trustee on the Western Reserve Life insurance policy from Shirlayne George to Aimee Tye-Critchley. A former employee of the City, Terry Keefe, desired to change the beneficiary on the Western Reserve Life insurance policy he had with West Valley City as he retired from Layton City at the end of this year. The proposed resolution would allow the City to make that change after Aimee Tye-Critchley became the trustee.

Mr. Isaac, further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The City Council will consider proposed Resolution No. 15-01 at the Regular Council Meeting scheduled January 6, 2015, at 6:30 P.M.

7. **RESOLUTION NO. 15-02, APPROVE A RIGHT-OF-WAY AGREEMENT WITH EL DORADO INVESTMENT COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 4899 WEST 2100 SOUTH**

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(PARCEL 14-24-227-006) AND ACCEPT A SPECIAL WARRANTY DEED AND STORM DRAIN EASEMENT

Public Works Director, Russell Willardson, discussed proposed Resolution No. 15-02 that would approve a Right-of-Way Agreement with El Dorado Investment Company, L.C., a Utah Limited Liability Company, for property located at 4899 West 2100 South (Parcel 14-24-227-006) and accept a Special Warranty Deed and Storm Drain Easement.

He stated El Dorado Investment Company, L.C. had signed a Right-of-Way Agreement and agreed to sign a Special Warranty Deed and Storm Drainage Easement for property located at the above-referenced location.

The subject parcel was one of the properties affected and benefitted by construction of the 2400 South 4800 West Roadway Extension Project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for the purchase of 28,325 square feet (0.650 acres) of property would be in the amount of \$141,600.00 based on an appraisal report prepared by the DH Group, LLC.

Mr. Willardson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-02 at the Regular Meeting scheduled January 6, 2015, at 6:30 P.M.

8. **RESOLUTION NO. 15-03, APPROVE A RIGHT-OF-WAY AGREEMENT WITH EL DORADO INVESTMENT COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 4899 WEST 2100 SOUTH (PARCEL 14-24-227-007) AND ACCEPT A SPECIAL WARRANTY DEED AND STORM DRAIN EASEMENT**

Russell Willardson, Public Works Director, discussed proposed Resolution No. 15-03 that would approve a Right-of-Way Agreement with El Dorado Investment Company, L.C., a Utah Limited Liability Company, for property located at 4899 West 2100 South (Parcel 14-24-227-007) and accept a Special Warranty Deed and Storm Drain Easement.

He stated El Dorado Investment Company, L.C. had signed a Right-of-Way Agreement and agreed to sign a special Warranty Deed and a Storm Drainage Easement for property located at 4899 West 2100 South (Parcel 14-24-227-007).

The subject parcel was one of the properties affected and benefitted by construction of the 2400 South 4800 West Roadway Extension Project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for purchase of 88,227 square feet (2.025 acres) of property would be in the amount of \$441,200.00 based on an appraisal report prepared by the DH Group, LLC.

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Mr. Willardson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-03 at the Regular Meeting scheduled January 6, 2015, at 6:30 P.M.

9. **RESOLUTION NO. 15-04 APPROVE A RIGHT-OF-WAY AGREEMENT WITH EL DORADO INVESTMENT COMPANY, L.C. A UTAH LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 5065 WEST 2100 SOUTH (PARCEL 14-24-201-007) AND ACCEPT A SPECIAL WARRANTY DEED**

Russell Willardson, Public Works Director, discussed proposed Resolution No. 15-04 that would approve a Right-of-Way Agreement with El Dorado Investment Company, L.C. a Utah Limited Liability Company, for property located at 5065 West 2100 South (Parcel 14-24-201-007) and accept a Special Warranty Deed.

He stated El Dorado Investment Company, L.C. had signed a Right-of-Way Agreement and agreed to sign a Special Warranty Deed for property located at 5065 West 2100 South (Parcel 14-24-201-007).

The subject parcel was one of the properties affected and benefitted by construction of the 2400 South 4800 West Roadway Extension Project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for purchase of 3,762 square feet of property would be in the amount of \$153,900.00 based on an appraisal report prepared by the DH Group, LLC.

Mr. Willardson further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-04 at the Regular Meeting scheduled January 6, 2015, at 6:30 P.M.

10. **RESOLUTION NO. 15-05, APPROVE A RIGHT-OF-WAY AGREEMENT WITH EL DORADO INVESTMENT COMPANY, L.C., A UTAH LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 4901 WEST 2100 SOUTH (PARCEL 14-24-226-003) AND ACCEPT A SPECIAL WARRANTY DEED**

Russell Willardson, Public Works Director, discussed proposed Resolution No. 15-05 that would approve a Right-of-Way Agreement with El Dorado Investment Company, L.C., a Utah Limited Liability Company, for property located at 4901 West 2100 South (Parcel 14-24-226-003) and accept a Special Warranty Deed.

He stated El Dorado Investment Company, L.C. had signed the Right-of-Way Agreement and agreed to sign a Special Warranty Deed for the subject property.

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The subject parcel was one of the properties affected and benefitted by construction of the 2400 South 4800 West Roadway Extension Project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for the purchase of 56,343 square feet of property would be in the amount of \$281,800.00 based on an appraisal report prepared by the DH Group, LLC.

The Public Works Director further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The City Council will consider proposed Resolution No. 15-05 at the Regular Council Meeting scheduled January 6, 2015, at 6:30 P.M.

11. RESOLUTION NO. 15-06, ACCEPT A SPECIAL WARRANTY DEED FROM TYP COMPANY FOR A PORTION OF PROPERTY LOCATED AT 4071 SOUTH 4000 WEST (PARCEL 15-32-354-030)

Russell Willardson, Public Works Director, discussed proposed Resolution No. 15-06 that would accept a Special Warranty Deed from TyP Company for a portion of property located at 4071 South 4000 West (Parcel 15-32-354-030).

He stated TyP Company had signed a Special Warranty Deed for right-of-way on 4000 West. He indicated TyP Company was the owner of the property for the proposed BKP Dental Development. The description for the subject property currently extended to the centerline of 4000 West. As the right-of-way had not been previously dedicated or conveyed to the City, conveyance of right-of-way to a 40-foot half width had been required as a condition of building permit approval. The West Valley City Major Street Plan showed 4000 West as an 80-foot right-of-way (40 foot each side of the section line/centerline).

The Public Works Director further reviewed and discussed the proposed Resolution and answered questions from members of the City Council.

The Council will consider proposed Resolution No. 15-06 at the Regular Council Meeting scheduled January 6, 2015, at 6:30 P.M.

12. NEW BUSINESS SCHEDULED JANUARY 6, 2015:

A. HEAR AND CONSIDER AN APPEAL OF THE CITY MANAGER'S DENIAL OF A GRAMA REQUEST FROM NATE CARLISLE OF THE SALT LAKE TRIBUNE

City Attorney, Eric Bunderson, stated an appeal of the City Manager's denial of a GRAMA request from Nate Carlisle of the Salt Lake Tribune had been scheduled to be heard by the City Council at the Regular Council Meeting on January 6, 2015.

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He stated a packet of information and documentation had been uploaded to the agenda for access by all members of the City Council.

Using PowerPoint, the City Attorney, discussed a timeline of the request and informed regarding procedures for the public hearing and advised that details of the appeal would not be discussed at this time, but rather be presented at the public hearing.

Mr. Bunderson answered question from members of the Council regarding procedures and definition of records classifications including “public,” “protected,” and “private.”

13. **COMMUNICATIONS:**

A. **WEST VALLEY FIBER NETWORK UPDATE**

City Manager, Wayne Pyle, informed regarding ongoing meetings with other cities about the fiber network and advised a report would be given when those discussions had been completed.

B. **COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events as follows:

November 20, 2014

– January 3, 2015 Trees of Diversity Exhibit, UCCC

December 17, 2014 Utah Grizzlies vs. Colorado Eagles, Maverik Center, 7:05 P.M.

December 19, 2014 So You Think You Can Dance Live, Maverik Center, 8:00 P.M.

December 22, 2014 WorldStage! Winter Concert featuring the West Valley Symphony, UCCC, 7:00 P.M.

December 24 & 25, 2014 Christmas Holiday – City Hall closed

December 27, 2014 Utah Grizzlies vs. Colorado Eagles, Maverik Center, 7:05 P.M.

December 29, 2014 Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 7:05 P.M.

January 1, 2015 New Year’s Day Holiday – City Hall closed

January 2, 2015 All Star Monster Truck Tour, Maverik Center, 7:30 P.M.

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January 3, 2015	All Star Monster Truck Tour, Maverik Center, 2:00 P.M. & 7:30 P.M.
January 6, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 7, 2015	Meet with Mayor Bigelow, City Hall, 4:30 P.M. – 6:00 P.M.
January 7, 2015	Community Meeting with Mayor Bigelow, Location TBD, 7:00 P.M. – 8:30 P.M.
January 7, 2015	Utah Grizzlies vs. Alaska Aces, Maverik Center, 7:05 P.M.
January 9, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
January 10, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
January 13, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 19, 2015	Martin Luther King, Jr. Holiday – City Hall closed
January 19, 2015	Utah Grizzlies vs. Ontario Reign, Maverik Center, 1:35 P.M.
January 20, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 23, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
January 27, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
January 31, 2015	PBR Blue Def Velocity Tour, Maverik Center, 7:00 P.M.
February 3, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 5, 2015	Dancing With The Stars: Live! Tour, Maverik Center, 8:00 P.M.

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February 6, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
February 10, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 16, 2015	President's Day Holiday – City Hall closed
February 16, 2015	Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 1:35 P.M.
February 17, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 18, 2015	Police Department Awards Banquet, UCCC, 7:00 P.M. – 9:00 P.M.
February 20 & 21, 2015	Council Strategic Planning Meeting (Details to follow)
February 24, 2015	Council Study Meeting, 4:30 P.M. and Regular Council Meeting, 6:30 P.M.
February 25, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
February 28, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.

C. REVIEW DRAFT AGENDAS FOR REDEVELOPMENT AGENCY AND HOUSING AUTHORITY MEETINGS SCHEDULED JANUARY 6, 2015

Mayor Bigelow advised regarding the draft Agendas for Redevelopment Agency and Housing Authority meetings scheduled January 6, 2015. He indicated consideration of approval of minutes had been listed on both agendas.

D. DISCUSSION REGARDING “OTHER” ITEM APPEARING UNDER COMMUNICATIONS ON AGENDA

Mayor Bigelow stated it had been suggested by a Council member to change the “other” item appearing on the agenda to “potential discussion items or upcoming agenda items,” or something similar. Upon discussion, the Council expressed a consensus to list that category on the agenda as “Potential Future Agenda Items,” and so instructed the City Recorder.

14. COUNCIL REPORTS:

A. COUNCILMEMBER TOM HUYNH – LUNCHEON AT HENRY DAY FORD AND REQUEST

MINUTES OF COUNCIL STUDY MEETING – DECEMBER 16, 2014

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Councilmember Huynh reported regarding a recent luncheon at Henry Day Ford and concerns expressed by that business that included a request for a cap on additional used car businesses coming into the City.

Councilmember Rushton indicated neighboring cities were looking for legislative assistance regarding car dealerships.

City Manager, Wayne Pyle, responded to the suggestion and also discussed what other cities were talking about in State mandated zones regarding car dealerships. He discussed the City's position of being opposed as it would hurt West Valley City. He stated there would be further discussion regarding the legislative agenda within the next few weeks.

Councilmember Buhler expressed the need to consider free market principles and not meddle in matters such as these as it favored one business over another.

B. COUNCILMEMBER STEVE VINCENT – OBSERVATIONS REGARDING CITY'S NEW WEBSITE

Councilmember Vincent indicated he had viewed the City's new and improved website. He informed it looked better and was easy to navigate.

C. MAYOR RON BIGELOW – COG MEETING WITH LEGISLATORS

Mayor Bigelow reported regarding a recent Salt Lake County Council of Governments (COG) meeting held with legislators at which he made a presentation regarding transportation. He also had engaged in conversations with the Utah Department of Transportation (UDOT) regarding transportation issues.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE STUDY MEETING OF TUESDAY, DECEMBER 16, 2014, WAS ADJOURNED AT 6:13 P.M., BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, December 16, 2014.

Sheri McKendrick, MMC
City Recorder

Item #:	
Fiscal Impact:	\$71,500
Funding Source:	Storm Water Utility
Account #:	36-7532-40310
Budget Opening Required:	No

ISSUE:

A resolution approving an agreement with J-U-B Engineers, Inc. to develop a customized storm water community education and outreach plan for West Valley City residents and businesses.

SYNOPSIS:

West Valley City is required by the Utah Department of Environmental Quality to have a Public Education and Outreach element in its Storm Water Management Program, one that is targeted to specific residential and business audiences. The objective is to increase community engagement and change public behavior to reduce storm water pollution.

BACKGROUND:

J-U-B Engineers was the only firm to respond to the City's Request for Proposals to develop a Storm Water Public Education and Business Training Incentive Program. Nevertheless, J-U-B Engineers and their sister company The Langdon Group have a unique combination of storm water expertise and public information ability that makes them well-suited for this work.

Under this contract, J-U-B will develop a customized community education and outreach plan specifically for West Valley City's residential and business demographics. To understand what stakeholders know about the causes of storm water pollution, what they need to know to make behavioral changes, and what communication and outreach channels will be most effective, J-U-B will conduct individual interviews (22) with representative stakeholders, and phone surveys of both residents (400) and businesses (100).

After approval of the community education and outreach plan by the City, a second agreement with J-U-B is anticipated for plan implementation.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Russell B. Willardson, P.E., Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO AN AGREEMENT WITH J-U-B ENGINEERS, INC.,
TO PROVIDE PROFESSIONAL SERVICES FOR
DEVELOPMENT OF A STORM WATER COMMUNITY
OUTREACH AND EDUCATION PLAN.**

WHEREAS, West Valley City is required by the State of Utah to develop a public education and outreach plan as part of its Storm Water Management Program; and

WHEREAS, the City desires to contract with a professional engineering firm to assist with development of a storm water community outreach and education plan for City businesses and residents; and

WHEREAS, J-U-B Engineers, Inc. (herein "J-U-B"), is a professional engineering firm with the qualifications, expertise, and desire to provide the necessary services to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and J-U-B, a copy of which is attached hereto and entitled "West Valley City Professional Services Agreement Storm Water Outreach and Education Plan," (herein the "Agreement"), which sets forth the rights, duties and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to enter into the Agreement with J-U-B for professional services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement with J-U-B is hereby approved, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**West Valley City
Professional Services Agreement
Storm Water Outreach and Education Plan**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), located at 3600 Constitution Boulevard, West Valley City, Utah, and J.U.B. Inc. (hereinafter “J-U-B”), with a location of 466 North 900 West, Kaysville, UT 84037.

W I T N E S S E T H :

WHEREAS, the CITY wishes to develop a plan for storm water outreach and education for the businesses and residents of West Valley City (hereinafter the “Project”); and

WHEREAS, the CITY desires to contract with a professional engineering firm to assist the CITY with development of the Project; and

WHEREAS, J-U-B is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the CITY; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **J-U-B’s Obligations.** J-U-B agrees to perform the work necessary to complete the following tasks as outlined below:
 - a. **Project Management.** Produce meeting agendas and minutes as needed to plan, schedule, facilitate, and document a project kick-off meeting with CITY staff; plan attend, and document five (5) progress update meetings with the CITY; coordinate as needed with project team; review, prepare and submit monthly invoices; manage team staffing and coordinate resources.
 - b. **Situational Assessment.** Develop stakeholder interview guide; identify participants and schedule, conduct, and document twenty two (22) key person interviews, utilizing translation services as necessary; produce a summary report of stakeholder interviews.
 - c. **Public Surveys.** Develop and conduct a residential phone survey with a sample of 500 residents; develop and conduct a business phone survey with a sample of 100

businesses; prepare a summary report and provide results of residential and business phone surveys.

- d. Customized Outreach Plan. Evaluate findings from Situational Assessment and develop a targeted Community Outreach and Education Plan.
2. Project Schedule. J-U-B shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the execution of this Agreement, which completion time may be extended by the CITY, at the CITY's sole discretion.
3. CITY's Obligations.
 - a. In consideration for the work performed by J-U-B, as set forth in Sections 1 and 2 above, the CITY agrees to pay J-U-B for the cost of services up to a maximum fee of Sixty Eight Thousand Three Hundred Fifty Dollars (\$68,350).
4. Term of Agreement. This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:
 - a. J-U-B completes the work set forth in this Agreement.
 - b. The CITY has paid J-U-B the maximum compensation amount of Sixty Eight Thousand Three Hundred Fifty Dollars (\$68,350).
5. Termination.
 - a. In the event J-U-B fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon J-U-B, and if J-U-B fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to J-U-B. Upon such termination, J-U-B shall immediately cease its performance of this Agreement and the City shall determine and pay to J-U-B the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, J-U-B shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by J-U-B.
 - b. The CITY also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to J-U-B. Upon receipt of such notice, J-U-B shall immediately cease work. Payment to J-U-B shall be made for work performed prior to receipt by J-U-B of

such termination notice, together with J-U-B's cost for closing down its work, and J-U-B shall have no claim for loss of anticipated profits or any additional compensation.

- c. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to J-U-B, J-U-B may serve written notice thereof upon the CITY, and, if the CITY fails within a period of seven (7) working days thereafter to correct such failure, J-U-B may terminate this Agreement upon written notice to the CITY. J-U-B accepts no liability in such circumstances for damages or delays that result from its suspension of work.
6. **CITY Representative.** The CITY hereby appoints Russ Willardson as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by J-U-B is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. J-U-B understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by J-U-B, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of J-U-B.
7. **Additional Conditions.**
 - a. CITY will furnish all applicable criteria and operating standards needed to meet CITY requirements.
 - b. The originals of drawings, calculations and other data will remain J-U-B's property whether the Project is completed or not. Reproducible copies of this data will be furnished to the CITY for the CITY's use or distribution.
8. **Independent Contractor.** It is understood and agreed that J-U-B is an independent contractor, and that the officers and employees of J-U-B shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
9. **Conflict of Interest.** J-U-B warrants that no City employee, official, or agent has been retained by J-U-B to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of J-U-B, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** J-U-B agrees to indemnify, and hold the CITY harmless from and against damages and expenses, including reasonable court costs and

attorney's fees, by reason of liability imposed against the CITY for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from the J-U-B's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of J-U-B and/or J-U-B's consultants, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the CITY. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY.

J-U-B will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	\$100,000
2)	Commercial General Liability	
	Bodily Injury and Property Damage	\$2,000,000
	Aggregate	\$4,000,000
3)	Automobile Liability	
	Per-Occurrence Limit	\$2,000,000
4)	Professional Liability	\$2,000,000

11. **Subcontract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
12. **Attorney's Fees.** In the event of default hereunder, all costs incurred in enforcing this Agreement, including reasonable attorney's fees, whether legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise, shall be allocated in accordance with State law.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.

16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to J-U-B: J-U-B Engineers, Inc.
 466 North 900 West
 Kaysville, UT 84037
 Telephone: (801) 547-0393
 Facsimile: (801) 547-0397

If to the CITY: West Valley City Public Works Department
 Attn: Russ Willardson, Director
 3600 South Constitution Blvd.
 West Valley City, Utah 84119
 Telephone: (801) 963-3448
 Facsimile: (801) 963-3499

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures follow on next page)

WEST VALLEY CITY

Ron Bigelow, Mayor

ATTEST:

Sheri McKendrick, City Recorder

J-U-B ENGINEERS, INC.

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of J-U-B Engineers, Inc., and that this Professional Services Agreement was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Notary Public

Item #:	
Fiscal Impact:	\$233,733.00
Funding Source:	State Funds – HB-377
Account #:	45-9610-4750-75160-0000
Budget Opening Required:	

ISSUE:

Right-of-way Agreement and Special Warranty Deed from NNA Enterprises, LLC, a Utah limited liability company.

SYNOPSIS:

Authorization and execution of a Right-of-way Agreement and acceptance of a Special Warranty Deed from NNA Enterprises, LLC. NNA Enterprises, LLC has signed a Right-of-way Agreement, and has agreed to sign a Special Warranty Deed for a portion of property located 5558 West 2455 South (parcel #14-24-301-001).

BACKGROUND:

This parcel located at 5558 West 2455 South is one of the properties affected and benefitted by the construction of the 2400 South 4800 West Roadway Extension Project which will extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for the purchase of 32,239 square feet of property is \$233,733.00. This amount was agreed to through negotiation and mediation based upon the appraisal report prepared by the DH Group, LLC which indicated a value of \$206,900.00.

RECOMMENDATION:

Authorize Mayor to execute Right-of-way Agreement, and accept Special Warranty Deed. Recording of Special Warranty Deed, and the distribution of funds will be handled through a title company.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY AGREEMENT WITH NNA ENTERPRISES, LLC, A UTAH LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 5558 WEST 2455 SOUTH AND TO ACCEPT A SPECIAL WARRANTY DEED.

WHEREAS, NNA Enterprises, LLC, a Utah limited liability company (herein “NNA”), owns property located at approximately 5558 West 2455 South, in West Valley City (herein the “Property”); and

WHEREAS, the Property is affected by the construction of the 2400 South 4800 West Roadway Extension Project; and

WHEREAS, the City desires to purchase a right-of-way on the Property to facilitate construction of the Project; and

WHEREAS, NNA has agreed to convey said right-of-way to the City; and

WHEREAS, an agreement has been prepared for execution by and between NNA and West Valley City, a copy of which is attached hereto and entitled “West Valley City Right-of-Way Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, NNA has agreed to execute a Special Warranty Deed conveying said right-of-way to the City; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Special Warranty Deed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the “West Valley City Right-of-Way Agreement” is hereby approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

2. The Mayor is hereby authorized to accept a Special Warranty Deed conveying the right-of-way to the City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this 16th day of DECEMBER, 2014, **NNA Enterprises, LLC, a Utah limited liability company**, GRANTOR, of **4281 South Bluebird Drive, West Valley City, Utah 84120**, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows and is referred to in this Agreement as the "Property":

A parcel of land located in the Southwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being part of Lot 31, West Valley Truck Center Subdivision, as recorded in Book 99-10P at page 293 in the Office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the northwest corner of said Lot 31; thence N.89°40'47"E. 522.13 feet along the northerly boundary line of said Lot 31; thence southerly 38.15 feet along the arc of a 60.00-foot radius non-tangent curve to the left, (chord bears S.18°32'03"E. 37.51 feet) along the northeasterly boundary line of said Lot 31; thence westerly 209.71 feet along the arc of a 2467.00-foot radius non-tangent curve to the left, (chord bears S.84°35'52"W. 209.65 feet) to the point of reverse curvature of a 2533.00-foot radius curve to the right; thence westerly 280.22 feet along the arc of said curve, (chord bears S.85°19'55"W. 280.08 feet); thence S.43°09'39"W. 68.25 feet to the westerly boundary line of said Lot 31; thence N.00°13'50"E. 124.96 feet along said westerly boundary line to the point of beginning, containing 32,239 square feet in area or 0.740 acre.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR, may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$233,733, in cash, for the Property. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.
3. Construction shall be in accordance with project plans and specifications, which have been provided to GRANTOR. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this Agreement.
4. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property. The indemnification required by

this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. The provisions of this Section 4 shall survive the termination of this Agreement.

5. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for the grant of the Property and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

6. Prorations:

- (i) All water, sewer, and utility charges for the Property;
- (ii) All levied or pending assessments for the Property;
- (iii) Current rents received from the Property, if any.

7. GRANTOR shall furnish a standard title policy acceptable to the City in the City's sole discretion. All other closing costs shall be paid by the City.


8. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

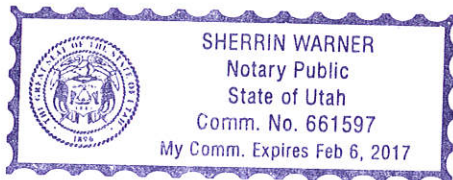
GRANTOR:

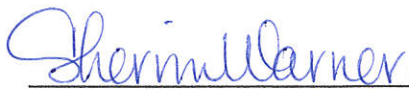
NNA Enterprises, LLC, a Utah limited liability company

By: 
Title: MANAGER

State of UTAH)
County of SALT LAKE)
:SS

On this 16 day of DECEMBER, 2014, personally appeared before me JATINDER JACK GUPTA - NNA ENTERPRISES, who, being by me duly sworn did say that he/she is the MANAGER of NNA Enterprises, LLC, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.




Notary Public

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

WHEN RECORDED MAIL TO:

West Valley City Recorder's Office
3600 South Constitution Blvd.
West Valley City, Utah 84119

Portion of parcel #14-24-301-001

SPECIAL WARRANTY DEED

NNA Enterprises, LLC, a Utah limited liability company, having an address of 4281 S. Bluebird Drive, West Valley City, Utah 84120, GRANTOR, for the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby CONVEYS, WARRANTS, TRANSFERS, AND ASSIGNS, against all claiming by through or under it, to WEST VALLEY CITY, a municipal corporation of the State of Utah, having an address of 3600 South Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, the land and all the improvements thereon, located in Salt Lake County, State of Utah, as more particularly described as follows:

A parcel of land located in the Southwest Quarter of Section 24, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being part of Lot 31, West Valley Truck Center Subdivision, as recorded in Book 99-10P at page 293 in the Office of the Salt Lake County Recorder, more particularly described as follows:

Beginning at the northwest corner of said Lot 31; thence N.89°40'47"E. 522.13 feet along the northerly boundary line of said Lot 31; thence southerly 38.15 feet along the arc of a 60.00-foot radius non-tangent curve to the left, (chord bears S.18°32'03"E. 37.51 feet) along the northeasterly boundary line of said Lot 31; thence westerly 209.71 feet along the arc of a 2467.00-foot radius non-tangent curve to the left, (chord bears S.84°35'52"W. 209.65 feet) to the point of reverse curvature of a 2533.00-foot radius curve to the right; thence westerly 280.22 feet along the arc of said curve, (chord bears S.85°19'55"W. 280.08 feet); thence S.43°09'39"W. 68.25 feet to the westerly boundary line of said Lot 31; thence N.00°13'50"E. 124.96 feet along said westerly boundary line to the point of beginning, containing 32,239 square feet in area or 0.740 acre.

SUBJECT TO easements, covenants, restrictions, rights-of-way and reservations appearing of record and taxes for the current year, and thereafter.

WITNESS the hand of said GRANTOR, this _____ day of _____, 2015.

GRANTOR

NNA Enterprises, LLC, a Utah limited liability company

Jatinder Gupta, Managing Member

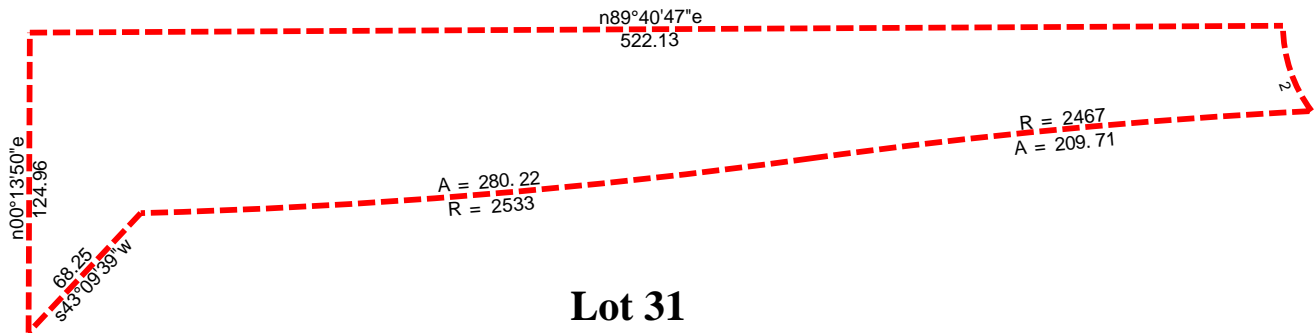
Special Warranty Deed
Parcel # 14-24-301-001
Page 2 of 2

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me **Jatinder Gupta**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member**, of **NNA Enterprises, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary Public

Lot 17
Truck Pro, LC



Lot 31
NNA Enterprises, LLC

NNA Enterprises, LLC(14-24-301-001)Right-of-way Acquisition | 12/3/2014

Scale: 1 inch= 80 feet

File:

Tract 1: 0.7401 Acres (32239 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/388145), Perimeter=1243 ft.

01 n89.4047e 522.13

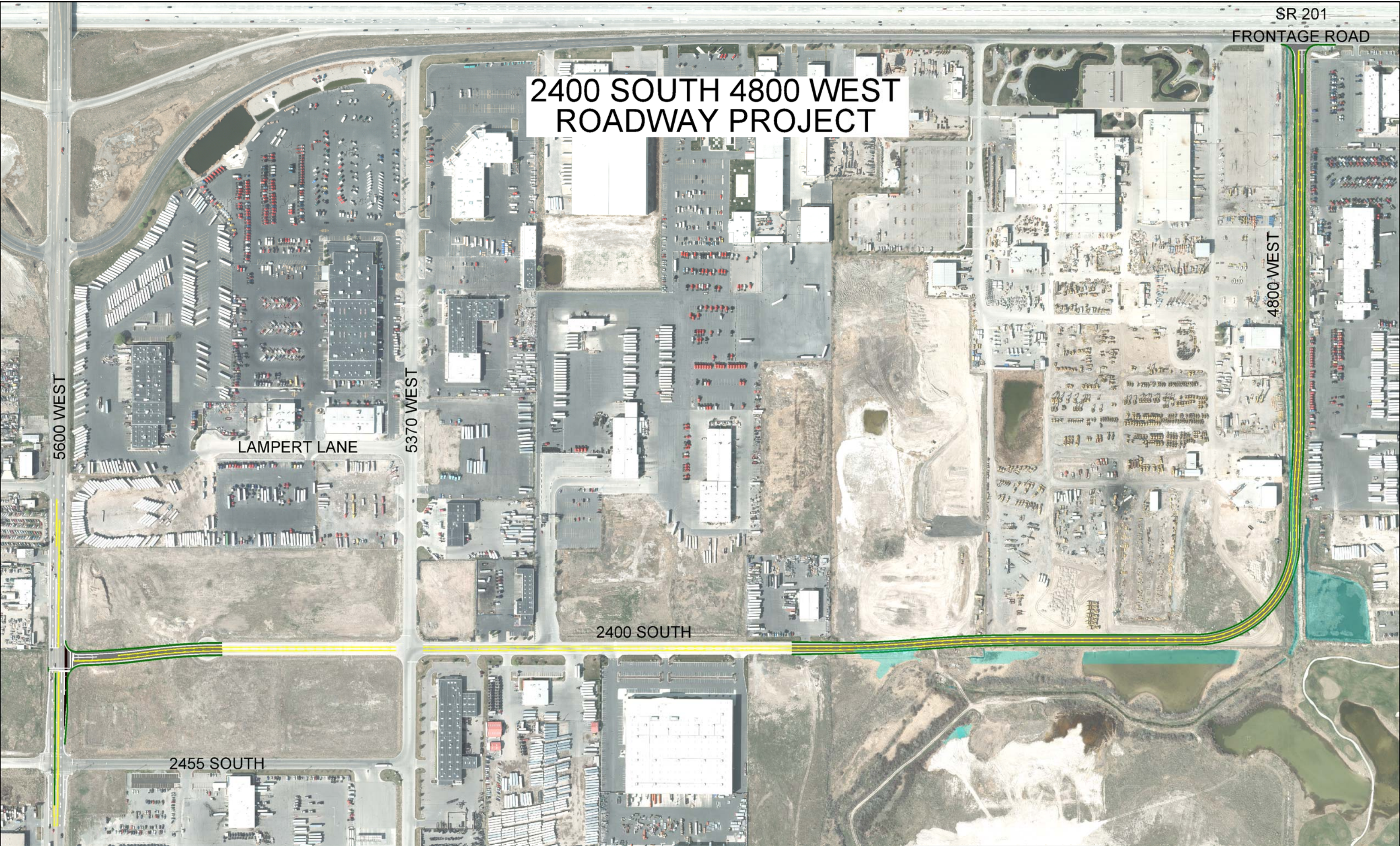
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04 Rt, r=2533.00, arc=280.22, chord=s85.1955w 280.08

05 s43.0939w 68.25

06 n00.1350e 124.96



2400 SOUTH 4800 WEST
ROADWAY PROJECT

5600 WEST

LAMPERT LANE

5370 WEST

2400 SOUTH

2455 SOUTH

SR 201

FRONTAGE ROAD

4800 WEST

Item #:	
Fiscal Impact:	\$65,700.00
Funding Source:	State Funds – HB-377
Account #:	45-9610-4750-75160-0000
Budget Opening Required:	

ISSUE:

Right-of-way Agreement, Special Warranty Deed, Storm Drainage Easement and two Grants of Temporary Easement from Suburban Land Reserve, Inc., a Utah corporation.

SYNOPSIS:

Authorization and execution of a Right-of-way Agreement and acceptance of a Special Warranty Deed, Storm Drainage Easement and two Grants of Temporary Easement from Suburban Land Reserve, Inc., a Utah corporation. Suburban Land Reserve, Inc. has signed a Right-of-way Agreement, Special Warranty Deed, Storm Drainage Easement and two Grant of Temporary Easement for property located at 5139 West 2400 South (parcel 14-24-400-008).

BACKGROUND:

This parcel located at 5139 West 2400 South is one of the properties affected and benefitted by the construction of the 2400 South 4800 West Roadway Extension Project which will extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for the purchase of 13,129 square feet (0.301 acres) of property is \$65,700.00, based upon the appraisal report prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize Mayor to execute Right-of-way Agreement, and accept Special Warranty Deed, Storm Drainage Easement and two Grants of Temporary Easement. Recording of documents and the distribution of funds will be handled through a title company.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY AGREEMENT WITH SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FOR PROPERTY LOCATED AT 5139 WEST 2400 SOUTH AND TO ACCEPT A SPECIAL WARRANTY DEED, STORM DRAINAGE EASEMENT AND TWO GRANTS OF TEMPORARY EASEMENTS.

WHEREAS, Suburban Land Reserve, Inc., a Utah Corporation, (herein “SLR”), owns property located at approximately 5139 West 2400 South, in West Valley City (herein the “Property”); and

WHEREAS, the Property is affected by the construction of the 2400 South 4800 West Roadway Extension Project; and

WHEREAS, the City desires to purchase a right-of-way on the Property to facilitate construction of the Project; and

WHEREAS, SLR has agreed to convey said right-of-way to the City; and

WHEREAS, an agreement has been prepared for execution by and between SLR and West Valley City, a copy of which is attached hereto and entitled “West Valley City Right-of-Way Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, SLR has executed a Special Warranty Deed conveying said right-of-way to the City, as well as a Storm Drain Easement and two Grants of Temporary Easements; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement, and to accept said Special Warranty Deed, Storm Drain Easement and two Grants of Temporary Easements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the “West Valley City Right-of-Way Agreement” is hereby approved in substantially the form attached, and the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

2. The Mayor is hereby authorized to accept a Special Warranty Deed conveying the right-of-way to the City, as well as a Storm Drainage Easement and two Grants of Temporary Easements from SLR.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY AGREEMENT**

On this 18th day of December, 2014, **Suburban Land Reserve, Inc., a Utah corporation**, of 79 South Main, Suite 500, Salt Lake City, Utah 84111, GRANTORS, hereby agree to sell to **West Valley City, a municipal corporation of the State of Utah**, having an address of 3600 Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, its successors and assigns, by Special Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows:

A parcel of land in fee for highway purposes, being part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is 1987.93 feet (record 1985.16 feet) S.89°40'47"W. along the quarter section line from the East Quarter corner of said Section 24; and running thence N.89°40'47"E. 797.48 feet; thence westerly 396.32 feet along the arc of a 4737.00 feet radius non-tangent curve to the left, (chord bears S.87°20'02"W. 396.21 feet); thence westerly 402.31 feet along the arc of a 4803.00 feet radius non-tangent curve to the right, (chord bears S.87°17'18"W. 402.19 feet) to the westerly boundary line of said entire tract; thence N.00°05'14"E. 33.00 feet along said westerly boundary line to the Point of Beginning.

The above described parcel of land contains 13,129 square feet in area or 0.301 acre.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. Said tract of land is granted subject to all matters of record. The total amount in cash settlement shall be paid to GRANTORS.
2. West Valley City shall pay \$65,700.00, in cash, for the above-described property. This amount constitutes the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to said property. Payment shall be made within 60 days of approval of this agreement by the West Valley City Council.
3. Construction shall be in accordance with project plans and specifications. No work, improvement, alteration, or maintenance will be done or made other than or in addition to that provided for in this agreement.
4. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to this property. The performance of this agreement constitutes the entire consideration for the grant of said tract of land and shall relieve West Valley City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. It is understood by the parties that none of the intended improvements shall have any effect upon the existing zoning of GRANTORS' remaining property, nor has West Valley City made any

representations or promises whatsoever regarding present or future zoning. This shall not be construed to mean that the zoning cannot be changed in the future as provided in West Valley City ordinances as they currently exist or as amended in the future.

6. GRANTORS agree to pay all taxes assessed against the property, as well as all levied or pending assessments affecting the property up to the closing date. However, if for any reason the Salt Lake County Treasurer determines there are rollback taxes due on the property, it shall be the responsibility of GRANTEE to pay said taxes.

7. This agreement is contingent on the approval of the West Valley City Council.

WITNESSED the hands of said GRANTOR this 18th day of December, 2014.

GRANTOR


CSA

By: R. Steven Romney
PRESIDENT
Suburban Land Reserve, Inc.

State of Utah)

County of Salt Lake) :ss

On this 18th day of December, 2014, personally appeared before me R. Steven Romney
[name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President [title], of Suburban Land Reserve, Inc. [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Colette D. Yates
Notary Public



WHEN RECORDED MAIL TO:
West Valley City Recorder's Office
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use
Portion of parcel #14-24-400-008

SPECIAL WARRANTY DEED

SUBURBAN LAND RESERVE, INC., a Utah corporation, with its principal office at 79 South Main Street, Suite 500, Salt Lake City, Utah 84111, GRANTOR, for the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby CONVEYS, WARRANTS, TRANSFERS, AND ASSIGNS, against all claiming by through or under it, to WEST VALLEY CITY, a municipal corporation of the State of Utah, having an address of 3600 South Constitution Boulevard, West Valley City, Utah 84119, GRANTEE, the land and all the improvements thereon, located in Salt Lake County, State of Utah, as more particularly described as follows:

See attached EXHIBITS "A" AND "B"

SUBJECT TO all matters of record and taxes for the current year, and thereafter.

WITNESS the hand of said GRANTOR, this 15th day of DECEMBER, 2014.

GRANTOR
SUBURBAN LAND RESERVE, INC.,
a Utah corporation,

R. Steven Ramsey
By: R. STEVEN RAMSEY

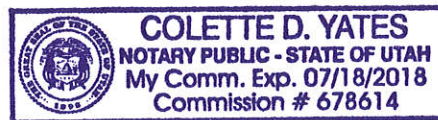
Title: PRESIDENT

[Signature]
CRK

State of Utah)
 :SS
County of Salt Lake)

On this 18th day of December, 2014,
personally appeared before me R. Steven Romney, whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the
President of SUBURBAN LAND RESERVE, INC., a Utah
corporation, and said document was signed by him in behalf of said corporation by authority of its
bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said
corporation executed the same.

Colette D. Yates
Notary Public



"EXHIBIT A"

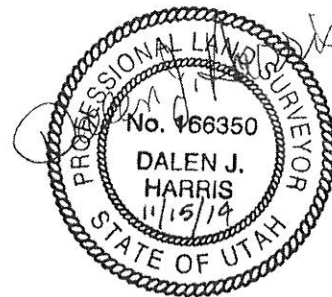
Suburban Land Reserve, Inc

Parcel 14-24-400-008

A parcel of land in fee for highway purposes, being part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, which point is 1987.93 feet (record 1985.16 feet) S.89°40'47"W. along the quarter section line from the East Quarter corner of said Section 24; and running thence N.89°40'47"E. 797.48 feet; thence westerly 396.32 feet along the arc of a 4737.00 feet radius non-tangent curve to the left, (chord bears S.87°20'02"W. 396.21 feet); thence westerly 402.31 feet along the arc of a 4803.00 feet radius non-tangent curve to the right, (chord bears S.87°17'18"W. 402.19 feet) to the westerly boundary line of said entire tract; thence N.00°05'14"E. 33.00 feet along said westerly boundary line to the point of beginning.

The above described parcel of land contains 13,129 square feet in area or 0.301 acre.



CENTRAL REFRIGERATED
SERVICE, INC.
14-24-201-013

EL DORADO INVESTMENT
COMPANY LC
14-24-201-007

EL DORADO INVESTMENT
COMPANY LC
14-24-226-003

EL DORADO
INVESTMENT
COMPANY LC
14-24-227-007

SIMON
TOWER, LLC
14-24-251-002

HOLT
PROPERTIES LLC
14-24-401-003

HOLT
PROPERTIES LLC
14-24-326-007

FOUND BRASS CAP
CEN 1/4 CORNER
SECTION 24
T.1S., R.2W., SLB&M

FOUND BRASS CAP
E 1/4 CORNER
SECTION 24
T.1S., R.2W., SLB&M

"WEST VALLEY"
TRUCK CENTER

SUBURBAN LAND
RESERVE, INC.
14-24-400-008

DESERET TITLE
HOLDING CORP.
14-24-400-005

TEMPORARY
CONSTRUCTION
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT

15' PERPETUAL
EASEMENT

160' TEMPORARY
CONSTRUCTION
EASEMENT

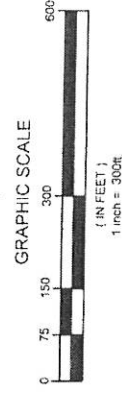
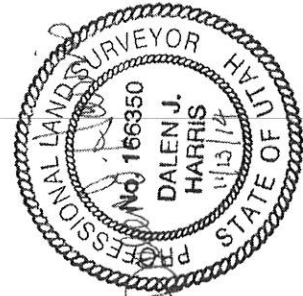


EXHIBIT "B"

2400 SOUTH EXHIBIT

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. # **14-24-400-008**

STORM DRAINAGE EASEMENT

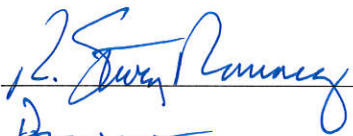

For valuable consideration, receipt whereof is hereby acknowledged, **Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as "Grantor")**, whose principal office is located at **79 South Main, Suite 500, Salt Lake City, Utah 84111**, GRANTOR, hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at **3600 South Constitution Boulevard, West Valley City, Utah 84119**, its successors in interest, and assigns, GRANTEE, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drainage and flood control facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

SEE EXHIBITS "A" AND "B"

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 18th day of DECEMBER, 2014.

GRANTOR
Suburban Land Reserve, Inc., a Utah corporation

By: 
Its: 



STATE OF Utah)
) SS.
COUNTY OF Salt Lake)

On this 18th day of December 2014, personally appeared before me
R. Steven Romney, known or satisfactorily proved to me to be
the President of **Suburban Land Reserve, Inc.**, a Utah
corporation, who acknowledged to me that he signed the foregoing instrument as President of
said corporation, and that said corporation executed the same.

Colette D. Yates
NOTARY PUBLIC



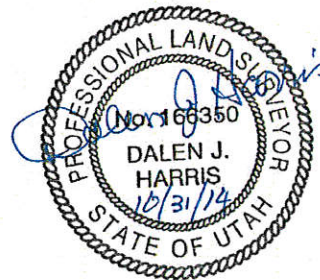
"EXHIBIT A"

Suburban Land Reserve, Inc
15 foot Perpetual Drainage Easement

A perpetual drainage easement upon part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian, included within a strip of land 15.00 feet wide, lying 7.50 feet westerly and 7.50 feet easterly from the following described centerline:

Beginning 1470.87 feet S.89°40'47"W. and 8.06 feet South from the east quarter corner of said Section 24; and running thence S.03°42'54"E. 298.25 feet; thence S.14°22'19"E. 275.00 feet; thence S.30°45'40"E. 530.00 feet; thence S.14°14'20"W. 93.81 feet to the point of terminus.

The above described part of an entire tract contains 17,956 square feet in area or 0.412 acre.



WHEN RECORDED, PLEASE RETURN TO:
West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

APN (Portion of): 14-24-400-008

GRANT OF TEMPORARY EASEMENT

Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as "Grantor"), whose principal office is located at **79 South Main, Suite 500, Salt Lake City, Utah 84111**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 5139 West 2400 South (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS "A" AND "B"

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 2400 South 4800 West Roadway Extension Project. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor's adjacent real property (the "Grantor's Property") shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee's agents, employees, consultants, contractors and subcontractors ("Grantee's Agents"), to enter, park on, or use any portion of the Grantor's Property, except that portion of the Grantor's Property that is contained in the Easement Area.

Grantee and Grantee's Agents shall enter and use the Easement Area, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby

waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Grantor having no obligation whatsoever to pay for any of the costs thereof.

Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Grantor (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Grantor shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Grantor the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Grantor with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their

"EXHIBIT A"

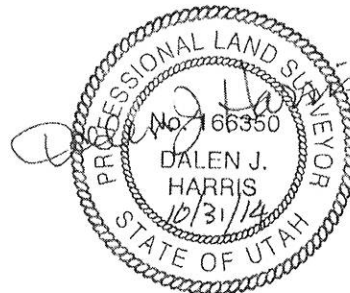
Suburban Land Reserve, Inc
160 foot Temporary Construction Easement
(14-24-400-008)

A temporary construction easement upon part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian, included within a strip of land 160.00 feet wide, lying 80.00 feet westerly and 80.00 feet easterly from the following described centerline:

Beginning 1470.87 feet S.89°40'47"W. and 8.06 feet South from the east quarter corner of said Section 24; and running thence S.03°42'54"E. 298.25 feet; thence S.14°22'19"E. 275.00 feet; thence S.30°45'40"E. 530.00 feet; thence S.14°14'20"W. 93.81 feet to the point of terminus.

Less and excepting any portion of land lying within the Desert Holding Corporation Property, Tax ID No. 14-24-400-005.

The above described part of an entire tract contains 182,315 square feet in area or 4.185 acre.



CENTRAL REFRIGERATED
SERVICE, INC.
14-24-201-013

EL DORADO INVESTMENT
COMPANY LC
14-24-201-007

EL DORADO INVESTMENT
COMPANY LC
14-24-226-003

EL DORADO
INVESTMENT
COMPANY LC
14-24-227-007

SIMON
TOWER, LLC
14-24-251-002

1/4 SECTION LINE
2650.91 (MON. TO MON.)

FOUND BRASS CAP
CEN 1/4 CORNER
SECTION 24
T.1S., R.2W., SLB&M

WEST VALLEY
TRUCK CENTER

HOLT
PROPERTIES LLC
14-24-326-007

HOLT
PROPERTIES LLC
14-24-401-003

N00°05'14"E
33.00'

L=396.32'
R=4737.00'

N89°40'47"E
797.48'

S89°40'47"W
1470.87'

L=119.69
R=475.00'

TEMPORARY
CONSTRUCTION
EASEMENT

DESERET TITLE
HOLDING CORP.
14-24-400-005

TEMPORARY
CONSTRUCTION
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT

FOUND BRASS CAP
E 1/4 CORNER
SECTION 24
T.1S., R.2W., SLB&M

SUBURBAN LAND
RESERVE, INC.
14-24-400-008

15' PERPETUAL
EASEMENT

160' TEMPORARY
CONSTRUCTION
EASEMENT

S14°14'20"W
93.81'

P.O.T.

GRAPHIC SCALE
(IN FEET)
1 inch = 300ft



EXHIBIT "B"

2400 SOUTH EXHIBIT

WHEN RECORDED, PLEASE RETURN TO:
West Valley City Recorder
3600 S. Constitution Boulevard
West Valley City, Utah 84119

APN (Portion of): 14-24-400-008

GRANT OF TEMPORARY EASEMENT

Suburban Land Reserve, Inc., a Utah corporation (hereinafter referred to as "Grantor"), whose principal office is located at **79 South Main, Suite 500, Salt Lake City, Utah 84111**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys without warranty, to WEST VALLEY CITY, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a temporary construction easement (the "Easement") on, over, under, across and through a portion of Grantor's land located at 5139 West 2400 South (the "Grantor's Property") for the sole purpose of facilitating the construction and replacement of improvements that are to be located adjacent to the Grantor's Property, said easement being specifically described as follows (the "Easement Area"):

SEE EXHIBITS "A" AND "B"

This Temporary Easement is granted for the sole purpose of: construction staging area related to construction of the 2400 South 4800 West Roadway. Extension Project. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee.

Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Unless otherwise agreed to between the parties by a separate instrument, Grantee agrees that no other part or portion of Grantor's adjacent real property (the "Grantor's Property") shall be used for any purpose. Without limiting the generality of the foregoing, Grantee shall not be permitted, and Grantee shall not permit Grantee's agents, employees, consultants, contractors and subcontractors ("Grantee's Agents"), to enter, park on, or use any portion of the Grantor's Property, except that portion of the Grantor's Property that is contained in the Easement Area.

Grantee and Grantee's Agents shall enter and use the Easement Area, as applicable, at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby

waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

Except to remedy emergency problems, no rights granted under this Easement may be exercised on Sundays. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee shall pay all costs associated with the project undertaken in connection with this Easement, Grantor having no obligation whatsoever to pay for any of the costs thereof.

Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee's acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee. In the event Grantee fails to commence repair of any portion of the Easement Area as required above, within thirty (30) days after receipt of a written notice from Grantor (except in the event of an emergency situation in which case no notice shall be required) and thereafter diligently prosecute such repairs to completion, Grantor shall have the right, but not the obligation, to perform such repairs on behalf of Grantee upon notice to Grantee. Grantee shall pay to Grantor the cost to perform such repair within thirty (30) days after receipt of notice from Licensor setting forth in reasonable detail such costs and the items to which they relate.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

Grantee shall obtain and maintain (or Grantee shall require Grantee's Agents to obtain and maintain) a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor's Property. Grantee shall provide Grantor with proof of such insurance prior to exercising its rights under this Easement. If Grantee is self-insured, it shall have the right to satisfy its insurance obligations hereunder, so long as Grantee maintains actuarially sound reserves.

Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Easement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Easement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their

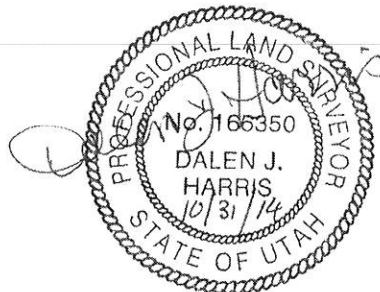
"EXHIBIT A"

Suburban Land Reserve, Inc
Temporary Construction Easement
(14-24-400-008)

A temporary construction easement upon part of an entire tract of property, situate in the SE1/4 of Section 24, Township 1 South, Range 2 West, Salt Lake base and Meridian, in West Valley City, Salt Lake County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the westerly boundary line of said entire tract and the southerly boundary line of 2400 South Street which point is 1987.93 feet (record 1985.16 feet) S.89°40'47"W. along the quarter section line and 33.00 feet S.0°05'14"W from the East Quarter corner of said Section 24; and running thence along said southerly boundary line of 2400 South Street the following three (3) courses and distances: (1) easterly 402.31 feet along the arc of a 4803.00 feet radius non-tangent curve to the left, (chord bears N.87°17'18"E. 402.19 feet); (2) thence easterly 396.32 feet along the arc of a 4737.00 feet radius non-tangent curve to the right, (chord bears N.87°20'02"E. 396.21 feet) to the northerly boundary line of said entire tract and said quarter section line; (3) thence N.89°40'47"E. 885.55 feet along said northerly boundary line of said entire tract and said quarter section line; thence westerly 119.69 feet along the arc of a 475.00 feet radius non-tangent curve to the right, (chord bears S.82°27'40"W. 119.37 feet); thence S.89°40'47"W. 767.14 feet; thence westerly 395.06 feet along the arc of a 4722.00 feet radius non-tangent curve to the left, (chord bears S.87°20'01"W. 394.95 feet); thence westerly 403.66 feet along the arc of a 4818.00 feet radius non-tangent curve to the right, (chord bears S.87°17'20"W. 403.54 feet) to said westerly boundary line of said entire tract; thence N.00°05'14"E. 15.00 feet along said westerly boundary line to the point of beginning.

The above described part of an entire tract contains 24,674 square feet in area or 0.566 acre.





Item: _____
Fiscal Impact: _____ None
Funding Source: _____ N/A
Account No: _____ N/A

Budget Opening Required: ☐

Issue:

Quit Claim Deed.

Synopsis:

Acceptance of a Quit Claim Deed from David W. Arnoldus and Trinidad B. Arnoldus for a portion of property located at 3605 South 7200 West (parcel 14-34-101-011).

Background:

David W. Arnoldus and Trinidad B. Arnoldus have signed a Quit Claim Deed for right-of-way on 7200 West. David W. Arnoldus and Trinidad B. Arnoldus are the owners of the property for a proposed single family residence. The current right-of-way on the east side of 7200 West is dedicated as a 33 foot half width and needs to be widened to a 40 foot half width in accordance with the West Valley City Major Street Plan. Conveyance of an additional seven feet right-of-way was a condition of approval for a building permit on this property.

Recommendation:

Accept Quit Claim Deed, and authorize City Recorder to record said Quit Claim Deed.

Submitted By:

Steven J. Dale, P.L.S., Right-of-Way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
ACCEPT A QUIT CLAIM DEED FROM DAVID W.
ARNOLDUS AND TRINIDAD B. ARNOLDUS FOR A
PORTION OF PROPERTY LOCATED AT 3605
SOUTH 7200 WEST.**

WHEREAS, David W. Arnoldus and Trinidad B. Arnoldus (“Arnoldus”) own a portion of property located at 3605 South 7200 West (the “Property”); and

WHEREAS, as a condition of approval for a building permit, Arnoldus is required to convey a portion of the Property to the City in order to widen the right-of-way in accordance with the West Valley City Major Street Plan; and

WHEREAS, Arnoldus has executed a Quit Claim Deed conveying said right-of-way to the City; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Quit Claim Deed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Mayor is hereby authorized to accept and the City Recorder is authorized to record said Quit Claim Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use
PARCEL I.D. Portion of 14-34-101-011

QUIT-CLAIM DEED

David W. Arnoldus and Trinidad B. Arnoldus, as joint tenants, having an address of 3605 South 7200 West, West Valley City, Utah 84128, GRANTORS, hereby Quit Claim to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3605 South 7200 West** in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

The westerly 7.00 feet of Lot 3 of West Hunter Subdivision, as recorded in Book N at page 6 in the office of the Salt Lake County Recorder, and being located in the Northwest Quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian. Containing 578 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 10th day of 2014 December, 2014.

GRANTORS

David W. Arnoldus
David W. Arnoldus

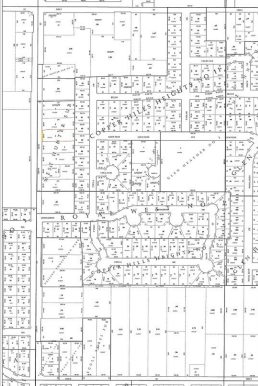
Trinidad B. Arnoldus
Trinidad B. Arnoldus

State of Utah)
County of Salt Lake)ss

On this 10 day of December, 2014, personally appeared before me **David W. Arnoldus and Trinidad B. Arnoldus**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.



Shari Chapman
Notary Public



UTAH
SALT LAKE COUNTY
SALT LAKE CITY



W 1/2 NW 1/4 Sec 34 T15S R2W
SALT LAKE COUNTY, UTAH
Map No. 14-04-11



ITEM #

FISCAL IMPACT: \$0.00

FUNDING SOURCE: N/A

ACCOUNT NUMBER: N/A

ISSUE:

Delay Agreement from David W. Arnoldus and Trinidad B. Arnoldus for the property located at 3605 South 7200 West.

SYNOPSIS:

David and Trinidad Arnoldus have requested that we allow them to delay the construction of off-site improvements for a single family residence. Improvements include the installation of curb, gutter, sidewalk and asphalt tie-in to the existing roadway.

BACKGROUND:

At this time, there are no existing improvements along this property. Postponing the construction of the mentioned improvements would allow time for additional development to provide similar improvements. The combination of the delayed improvements from this agreement and others collected as development progresses will provide a more complete and contiguous design of curb and gutter.

RECOMMENDATION:

Approval of Delay Agreement.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-Way & Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION AND
RECORDING OF A DELAY AGREEMENT BETWEEN WEST
VALLEY CITY AND DAVID W. ARNOLDUS AND TRINIDAD B.
ARNOLDUS, FOR PROPERTY LOCATED AT 3605 SOUTH 7200
WEST.**

WHEREAS, Davis W. Arnoldus and Trinidad B. Arnoldus (hereinafter “Arnoldus”), the owners of property at 3605 South 7200 West, wish to enter into an agreement to delay the construction of curb, gutter, sidewalk improvements, and asphalt tie-in to the existing roadway at this location; and

WHEREAS, West Valley City (hereinafter the “City”) agrees to allow Arnoldus to delay the construction of these improvements in order to allow time for additional development and provide a more complete and contiguous design of curb and gutter; and

WHEREAS, an agreement has been prepared for execution by and between the City and Arnoldus, a copy of which is attached hereto and entitled “West Valley City Delay Agreement for Completion of Improvements” (hereinafter the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute and record the Agreement between West Valley City and Arnoldus;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the Agreement executed by Arnoldus and entitled “West Valley City Delay Agreement for the Completion of Improvements” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.
2. That the City Recorder is directed to record the Agreement in the official records of the Salt Lake County Recorder.

PASSED and APPROVED this _____ day of _____, 2015.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Parcel I.D. #: 14-34-101-011

**WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

THIS AGREEMENT, (herein "Agreement"), is entered into this 11th day of December, 2014.

***** PARTIES *****

"APPLICANT": David W. Arnoldus and Trinidad B. Arnoldus

a(n): ☒ individual ☐ corporation ☐ partnership ☐ limited liability company ☐ trust ☐ other

Address: 2702 S 7200 W

City: West Valley City State: UT Zip: 84128

Telephone: (801) 879-6077

Facsimile: (____) _____

“CITY”: West Valley City, a municipal corporation of the State of Utah,
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

PROCESSING FEE – This s a non-refundable fee to be paid at the time AGREEMENT is submitted (**CHECK ONE**):

<u> </u>	\$300 – Commercial
<u> X </u>	\$100 – Residential

This Box For City Use Only		
<input type="checkbox"/> Fee Paid	Agreement ID #	Check #:

***** RECITALS *****

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement (**CHECK ONE**):

 X Delay Agreement for off-site improvements
 Delay Agreement for on-site improvements
 Other (explain): _____

with the CITY for David & Trinidad Arnoldus SFR
 (DESCRIPTION OR NAME OF PROJECT)

located at 3605 S 7200 W
 (ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided (**CHECK ONE**):

 X more particularly described in Exhibit A attached hereto and incorporated herein by reference;

- or -

 more particularly described as follows, to wit: _____

WHEREAS, West Valley City ordinances require APPLICANT to install the following improvements: _____

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements (**CHECK ONE**):

 X described in Exhibit B , attached hereto and incorporated herein by this reference;

- or -

 described as follows: _____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (**CHECK ONE OF THE FOLLOWING**):

 X to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.

- or -

 Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.
3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.
4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.
5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.
6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.
7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.
8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.
9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.
10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.
11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.
13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION.** If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.
2. **SIGNATURE(S) FROM A PARTNERSHIP.** If Applicant is a Partnership, this agreement shall be signed by the General Partner.
3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.
4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

“APPLICANT”

By: David W. Arnoldus

Print Name: David W. Arnoldus

Title: Individual

(Signature must be notarized on pages following.)

By: Trinidad B. Arnoldus

Print Name: Trinidad B. Arnoldus

Title: Individual

(Signature must be notarized on pages following.)

“CITY”

MAYOR

CITY MANAGER

ATTEST:

CITY RECORDER

APPROVED AS TO CONTENT:

By: _____
CITY Department

Date

APPROVED AS TO FORM:

By: _____
CITY Attorney's Office

Date

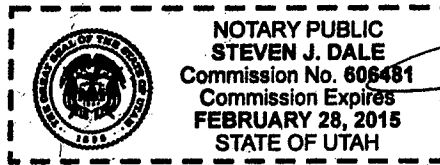
APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of UTAH)
)
County of SALT LAKE)
)

On this 16TH day of DECEMBER, 20 14, personally appeared before me DAVID W. ARNOLDUS [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/~~she~~/they executed the same.

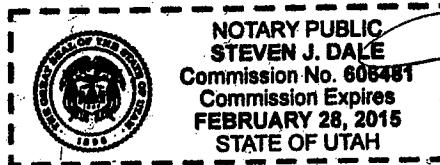


[Signature]
Notary Public

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of UTAH)
)
County of SALT LAKE)
)

On this 16TH day of DECEMBER, 20 14, personally appeared before me TRINIDAD B. ARNOLDUS [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/~~she~~/they executed the same.



[Signature]
Notary Public

**DIVERSE
SALT
LAKE
COUNTY**

Esc / CLEAR	Logoff	Applications	✓
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VTDI 14-34-101-011-0000 DIST 29 TOTAL ACRES 0.44
ARNOLDUS, DAVID W & TAX CLASS UPDATE REAL ESTATE 60700
TRINIDAD B; JT LEGAL BUILDINGS 0
PRINT P TOTAL VALUE 60700

2702 S 7200 W NO:
MAGNA UT 84044142802 EDIT 0 FACTOR BYPASS
LOC: 3605 S 7200 W EDIT 0 BOOK 10244 PAGE 3696 DATE 07/10/2014
SUB: WEST HUNTER SUB TYPE UNKN PLAT
12/10/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
LOT 3 WEST HUNTER SUB
6171-577

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

HostKeyPad ✓

Ⓜ	Ⓜ	01/007
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Reset	Default	Refresh	Disconnect	Turn Keyboard Off
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Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

'Exhibit B'

Delay Agreement

December 11, 2014

Property Owner: David W. Arnoldus and Trinidad B. Arnoldus

Property Location: 3605 South 7200 West
West Valley City, Utah 84128
(Lot 3 of West Hunter Subdivision)

CURB & GUTTER: 30" Curb & Gutter 83 Lineal Feet

ASPHALT TIE-IN: Asphalt Paving (6" BSC, 10" UBC) 83 Lineal Feet

SIDEWALK: 5' Width 83 Lineal Feet

Parcel # 14-34-101-011

Item: _____
Fiscal Impact: _____ None
Funding Source: _____ N/A
Account No: _____ N/A

Budget Opening Required: ☐

Issue:

Quit Claim Deed.

Synopsis:

Acceptance of a Quit Claim Deed from GBL Investments, LLC for a portions of property located at 6379 W. SR-201 South Frontage Road (parcel 14-23-100-003 & 14-23-100-004).

Background:

GBL Investments, LLC has signed a Quit Claim Deed for right-of-way on the SR-201 South Frontage Road. GBL Investments, LLC is the owner of the property for the proposed Barney Trucking site. The description for the subject property currently includes a portion of the SR-201 South Frontage Road. As the right-of-way had not been previously dedicated or conveyed to the City, conveyance of right-of-way for the frontage road was required as a condition of approval.

Recommendation:

Accept Quit Claim Deed, and authorize City Recorder to record said Quit Claim Deed.

Submitted By:

Steven J. Dale, P.L.S., Right-of-Way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
ACCEPT A QUIT CLAIM DEED FROM GBL
INVESTMENTS, LLC FOR A PORTION OF
PROPERTY LOCATED AT 6379 WEST SR201 SOUTH
FRONTAGE ROAD (PARCELS 14-23-100-003 AND 14-
23-100-004).**

WHEREAS, GBL Investments, LLC (“GBL”) owns a portion of property located at 67379 West SR201 South Frontage Road (the “Property”); and

WHEREAS, as a condition of approval for a building permit, GBL is required to convey a portion of the Property to the City for right-of-way; and

WHEREAS, GBL has executed a Quit Claim Deed conveying said Property to the City;
and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Quit Claim Deed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Mayor is hereby authorized to accept and the City Recorder is authorized to record said Quit Claim Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2014.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:
West Valley City Recorder 3600
South Constitution Blvd. West
Valley City, Utah 84119

Space above for County Recorder's use
PARCEL I.D. Portion of 14-23-100-003 & 14-23-100-004

QUIT-CLAIM DEED

GBL Investments, LLC, a Utah limited liability company, having an address of **235 S. SR24, Salina, Utah 84654**, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

Commencing at the West Quarter Corner of Section 23, Township 1 South, Range 2 West, Salt Lake Meridian; thence North 00°00'29" East 1717.13 feet along section line to the POINT OF BEGINNING; thence continuing along section line North 00°00'29" East 76.32 feet to a point on a non-tangent curve to the right having a radius of 5679.65 feet and a chord that bears North 61°49'29" East 534.38 feet; thence along said curve a distance of 534.58 feet; thence South 00°00'29" West 75.06 feet to a point on a non-tangent curve to the left having a radius of 4877.49 feet and a chord that bears South 61°42'21" West 534.98 feet; thence along said curve a distance of 535.24 feet to the POINT OF BEGINNING. Contains 35274 square feet or 0.810 acres, more or less.

TOGETHER WITH a 4 foot wide Public Utilities and Street Lighting Easement adjacent to and southerly from the southerly boundary of the parcel described.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

20 14 WITNESSED the hand of said GRANTOR this 8th day of December.

GRANTOR

GBL Investments, LLC, a Utah limited liability company

By:

Managing Member



By:

Managing Member



Quit-Claim Deed

Portion of parcels 14-223-100-003 and 14-23-100-004

Page 2 of 2

STATE OF Utah)
COUNTY OF Sevier) :SS.



On this 8 day of December, 2014, personally appeared before me Brad Barney and Lane Barney, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the **Managing Members**, of **GBL Investments, LLC**, a Utah Limited Liability Company, and said document was signed by them in behalf of said company by authority of its bylaws or of a Resolution of its Board of Directors, and they acknowledged to me that said company executed the same.

Keishia Kay Barney
Notary Public

COMMUNITY PRESERVATION DEPARTMENT

JANUARY 2015



WEST VALLEY CITY
Unity • Pride • Progress

COMMUNITY PRESERVATION DEPARTMENT
CODE ENFORCEMENT DIVISION

COURTESY NOTICE

DATE: _____

REFERENCE # _____

To the Property Owner/Resident at:

West Valley City, UT _____

Well maintained neighborhoods promote community pride, reduce crime, and increase property value. To help neighborhoods meet this objective, the West Valley City Code Enforcement Division notifies property owners of problems related to their property. The following list describes some of the more frequent violations found in the City. Please review the list and take the necessary action to bring your property into compliance with the checked items, as well as all the other ordinances listed:

- ☐ All vehicles which are inoperable, un-licensed, or have expired registration, must be removed from the property or stored in a completely enclosed structure, such as a garage or shed. This includes car parts & engine parts. (24-2-111A)
- ☐ All weeds and grasses must not exceed six inches in height, including along fence lines. All trimmings must be removed from the property. (24-8-106)
- ☐ All parking areas must be permanently maintained with concrete, asphalt, brick pavers or stone. Gravel is permitted as long as it is a minimum of 4" deep, contained within a durable border, and kept free of weeds, grass and debris. Parking is not permitted on landscaped areas. (7-9-115)
- ☐ With the exception of parking surfaces, the entire front yard must have landscaping installed. (24-7-103)
- ☐ All solid waste, litter, garbage, and discarded items must be removed from the property. (24-2-111)
- ☐ There shall be no outside storage of materials, equipment, household items, or materials not being used for their original intended purpose. All such items shall be stored in a completely enclosed structure, such as a garage or shed. (7-2-128)
- ☐ Front yard solid fences cannot exceed two feet in height. Front yard 50% transparent fences cannot exceed 4 feet in height, and no fence can exceed six feet in height. Fence standards also apply to bushes or hedges which act as fences. All fences shall be maintained in good condition at all times and repaired with the same materials. (7-2-118)
- ☐ All sidewalk obstructions must be removed. Trees and bushes must be cut and maintained 7 feet above the sidewalk and 14 feet above the roadway. Vehicles may not obstruct the sidewalk. (19-2-504 & 19-2-1201)
- ☐ Areas designated for off-street parking, such as carports, may not be used for outdoor storage of materials. (7-9-117)
- ☐ Graffiti must be removed from all structures on the property. (24-8-105)
- ☐ All real property shall be maintained including but not limited to concrete, fencing, lighting, non-attached structures, retaining walls, sheds, or mailboxes. (24-7-104)
- ☐ No trucks, motor vehicles or commercial vehicles (over 18,000 lbs.) shall be parked on a residential street. No truck, motor vehicle or commercial vehicle (over 12,000 lbs.) shall be parked on a residential property (7-2-120).
- ☐ Business Licenses are required for businesses operated from a home including residential rental properties
- ☐ Other: _____

I will check your property after _____. Properties not in compliance are subject to further action, including fines. Thank you in advance for your assistance in resolving this matter. If you have any questions, please call me and I will be happy to discuss this matter with you.

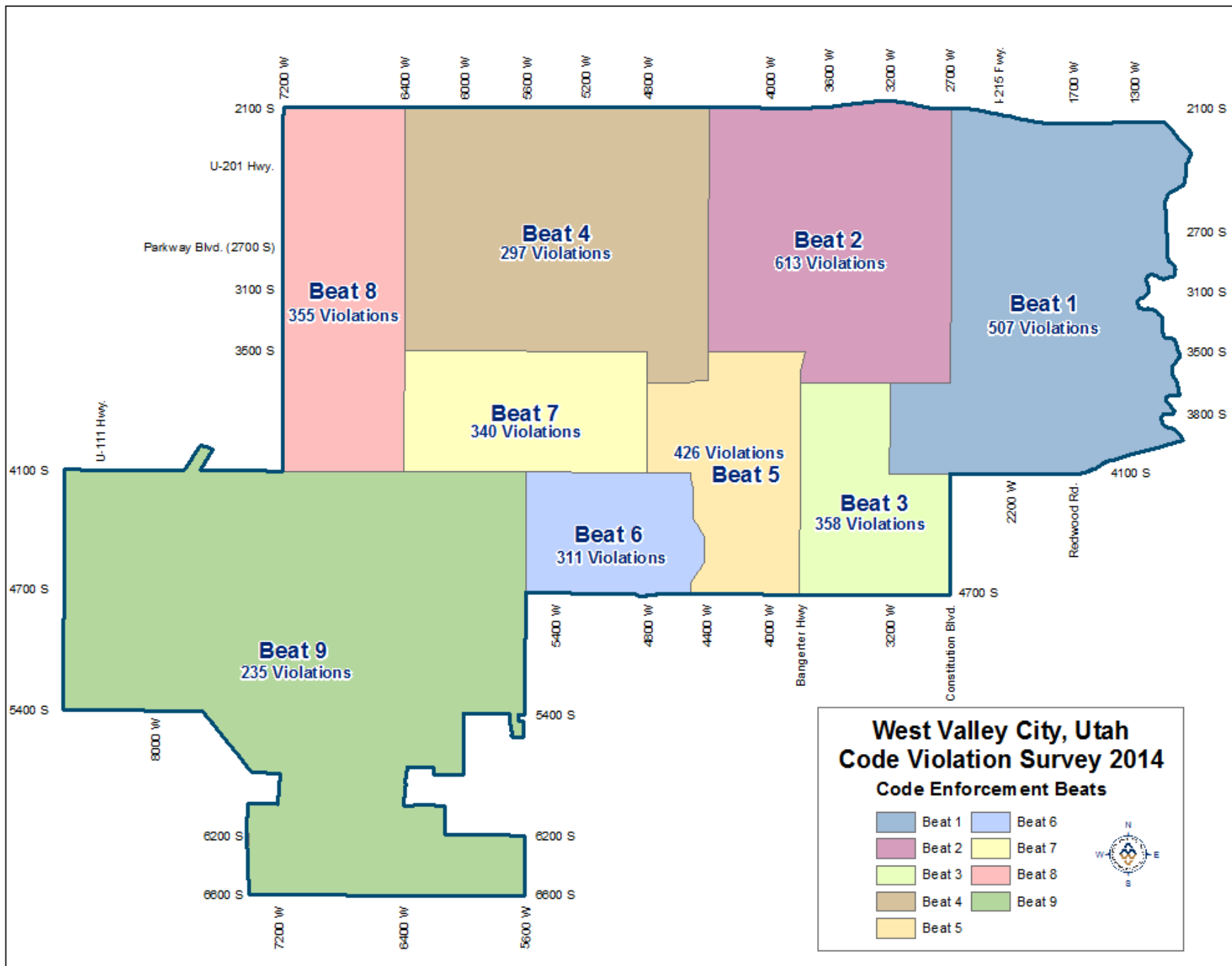
Thank you again for making West Valley City a great place to live.

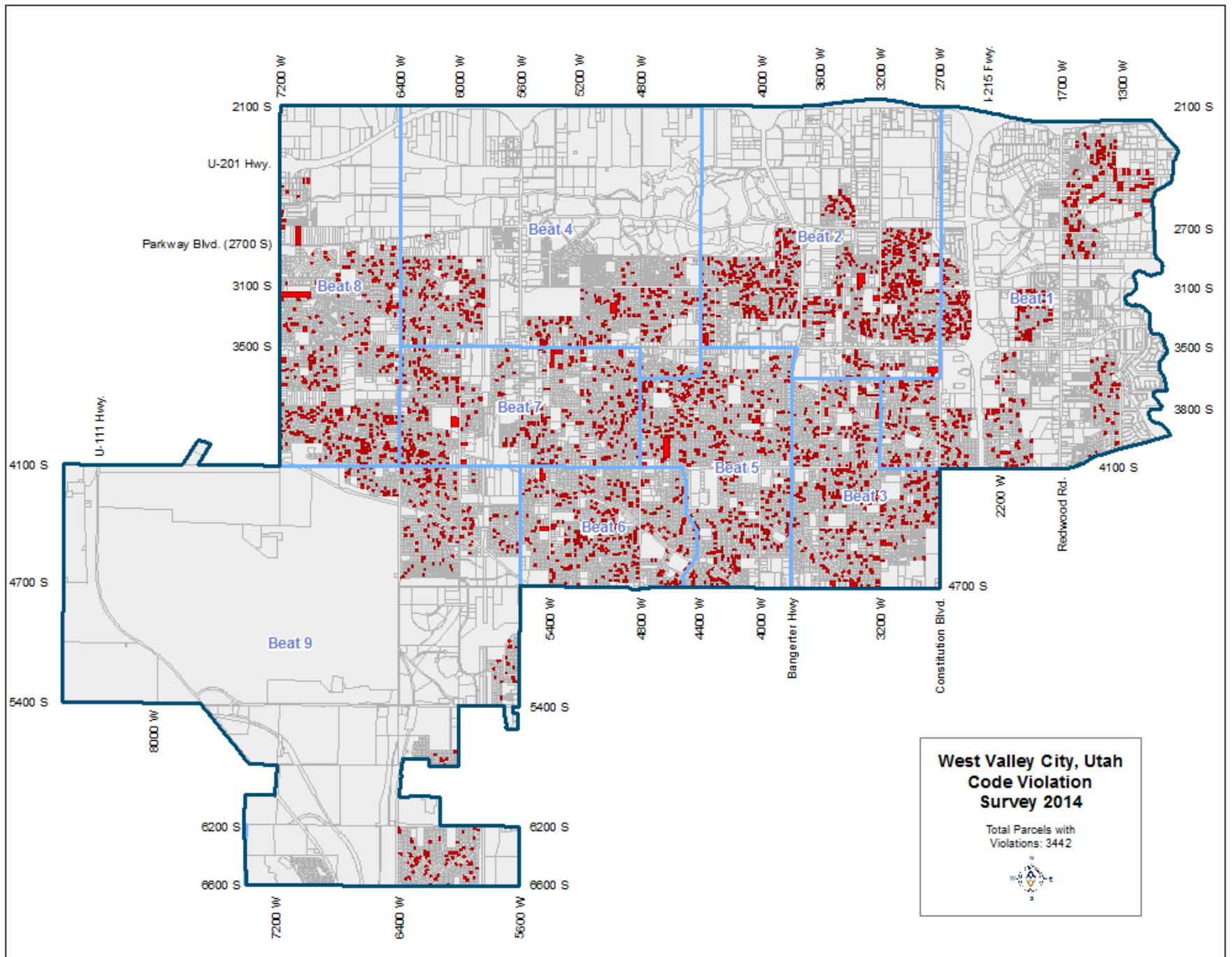
Officer R. Ramos Phone: (801) 963-3281

CODE ENFORCEMENT THANK YOU

Well-maintained neighborhoods promote community pride, reduce crime, and increase property value. To help your neighborhood meet these objectives, a Code Enforcement Officer recently notified you of a problem on your property. As a result of your efforts, this issue has been resolved, the case is now closed, and a sincere “Thank You” is in order! If you have any questions, please call the Code Enforcement Division at 801.963.3289 and we will be happy to discuss this matter with you.

Thank you again for making West Valley City a great place to live.

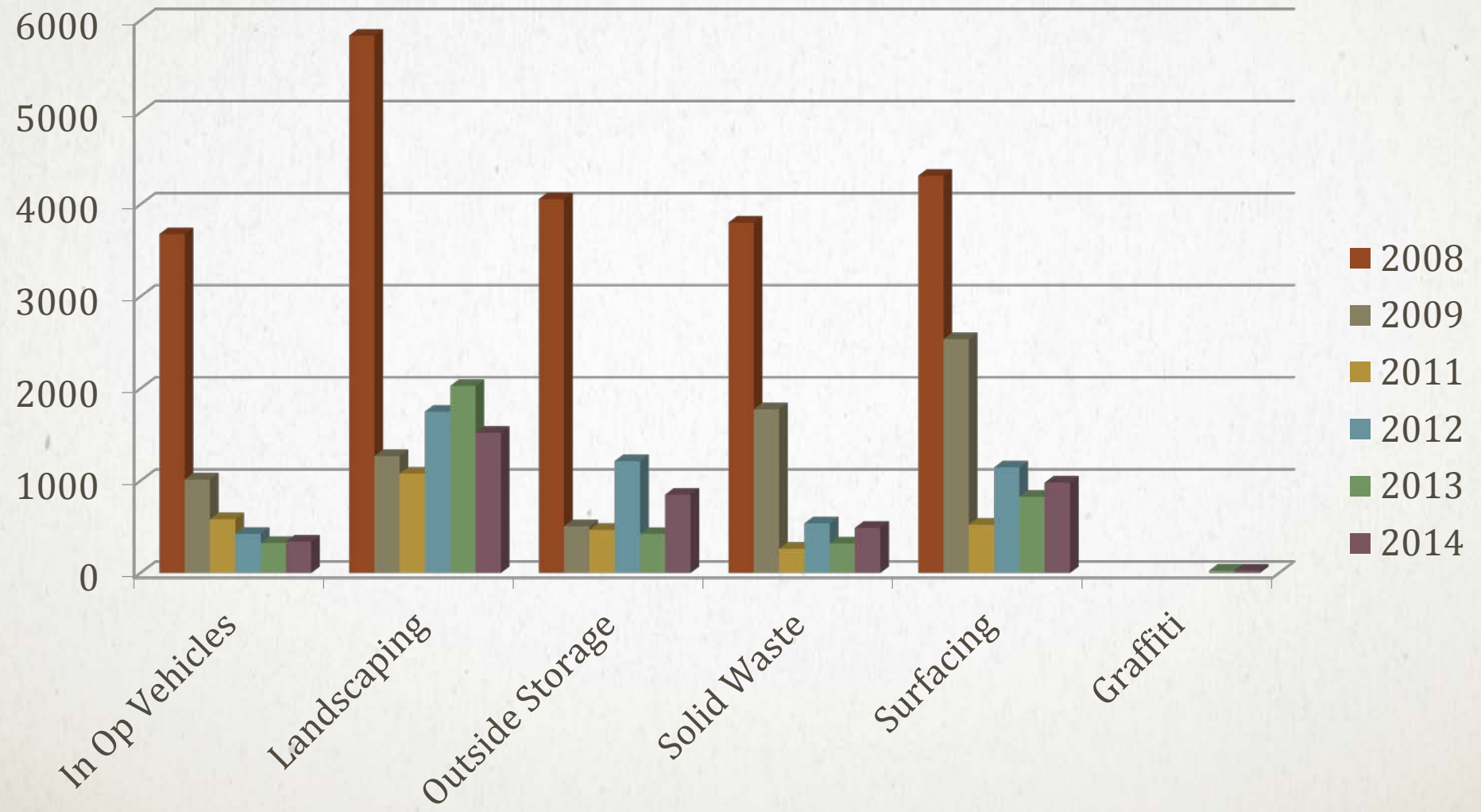




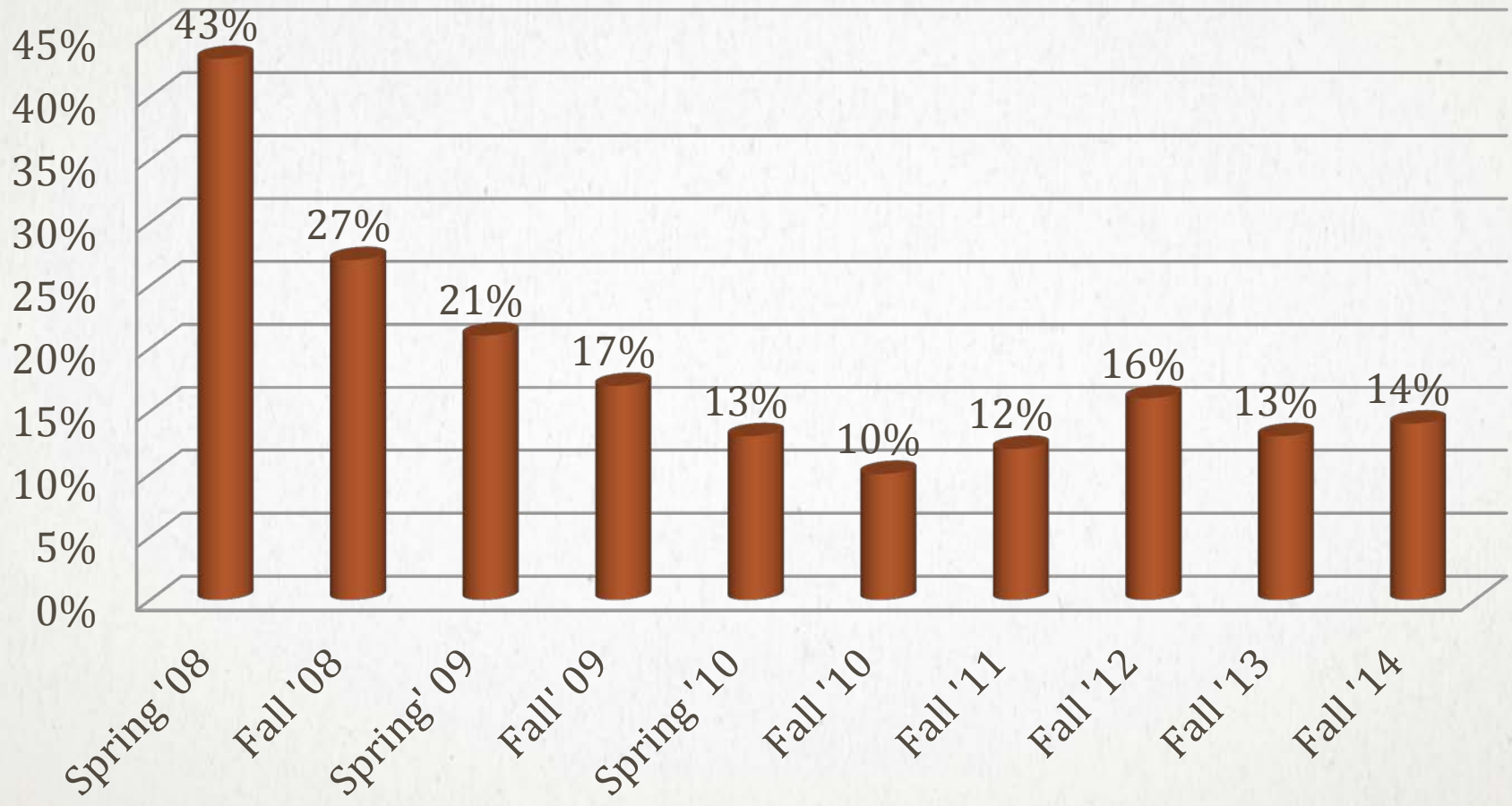
Code Enforcement Survey Results 2014

2014 Beats	Landscaping	Surfacing	Outside Storage	Solid Waste	Inoperable Vehicles	Graffiti	Total Parcels with Violations
Beat 1	269	127	115	90	57	3	507
Beat 2	270	140	179	93	74	9	613
Beat 3	149	64	133	54	47	3	358
Beat 4	160	101	31	18	26	0	297
Beat 5	197	119	113	55	39	3	426
Beat 6	116	81	94	45	21	1	311
Beat 7	114	135	72	59	29	3	340
Beat 8	155	106	84	49	30	3	355
Beat 9	90	106	29	26	16	2	235
Total Violations	1520	979	850	489	339	27	3442

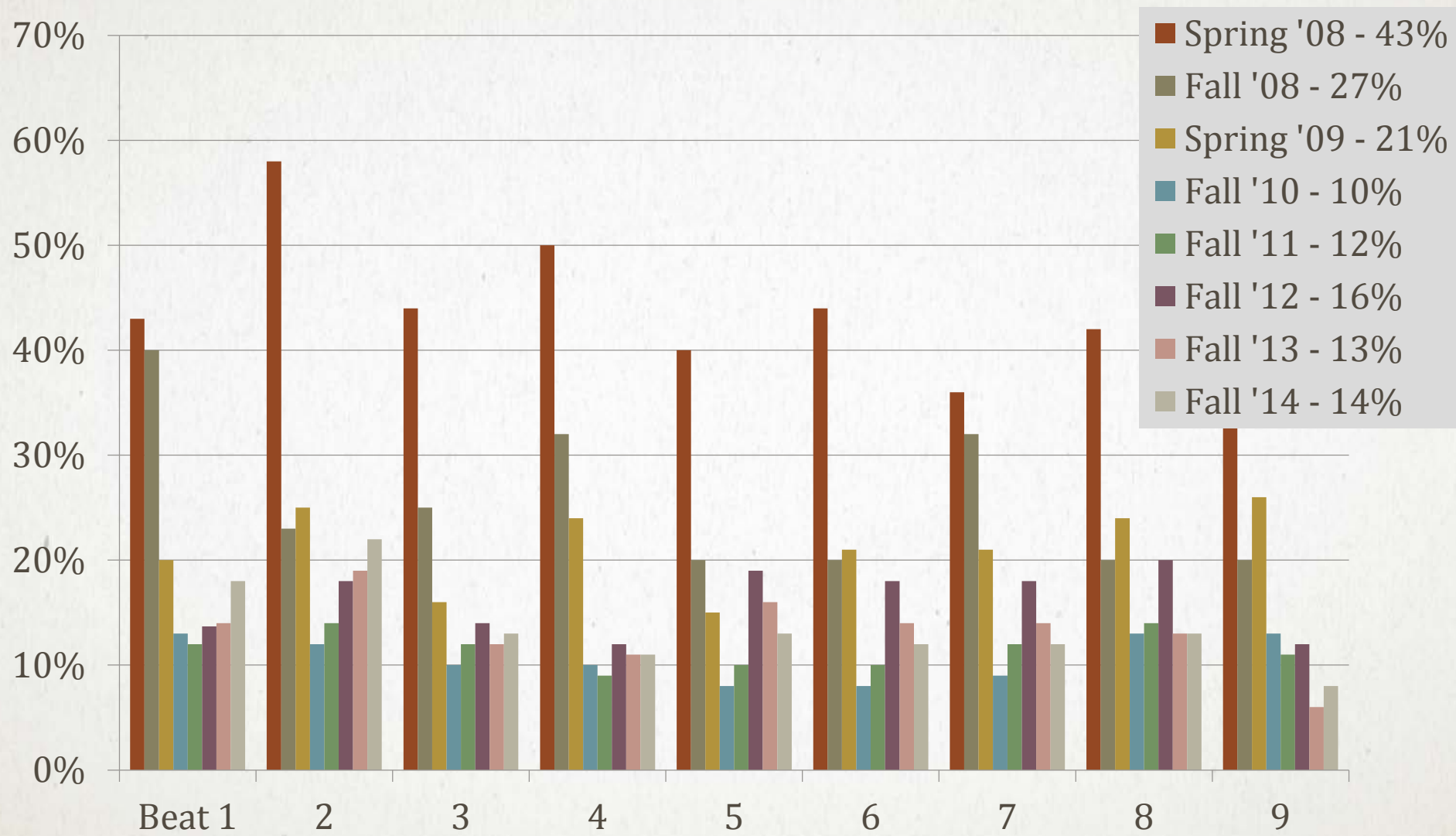
CODE ENFORCEMENT SURVEY



VIOLATION TREND



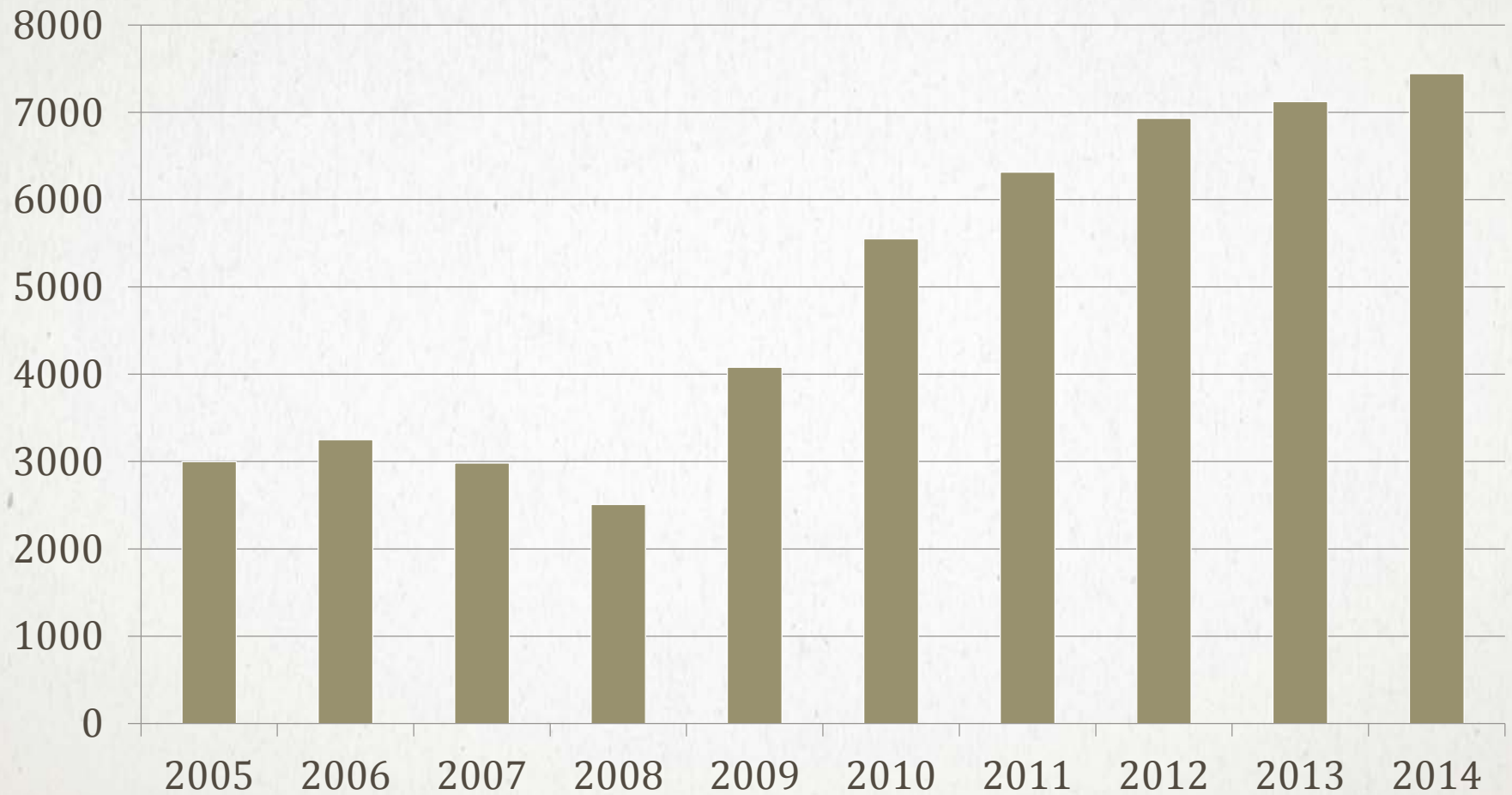
CODE ENFORCEMENT SURVEY



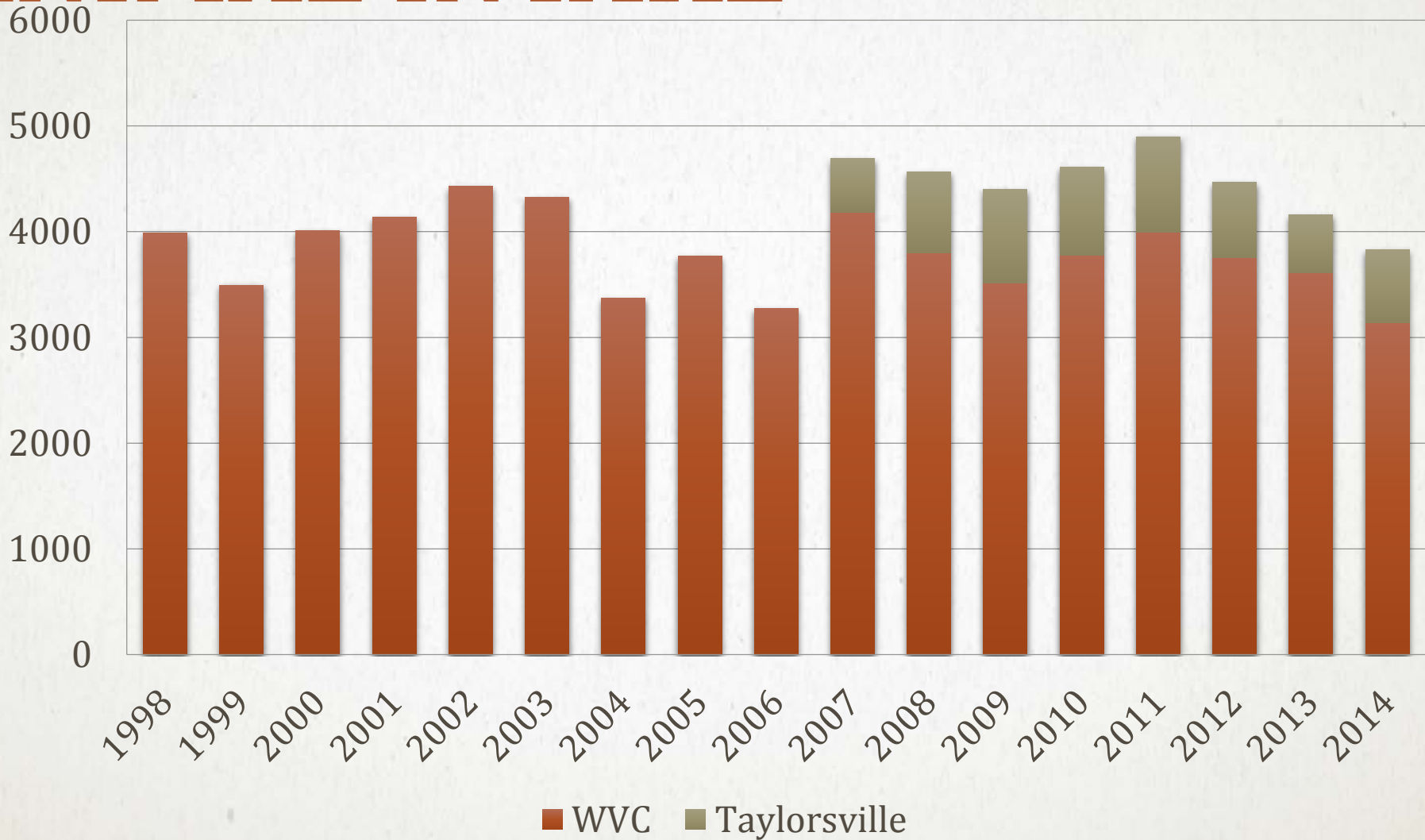
VOLUNTEERS

	Old Shelter	2009	2010	2011	2012	2013	2014
Volunteers							
Residents	20	33	88	93	155	197	262
Community Service	2	4	19	20	26	43	101
Workforce Services	1	6	21	9	15	10	5
Interns	1	1	7	3	13	18	18
Total	24	44	135	125	209	268	384
Hours Worked							
Residents	299	732	3220	3340	2156	1922	2558
Community Service	55	110	681	710	553	1144	1537
Workforce Services	163	304	1265	740	937	813	362
Interns	1	15	46	29	309	228	237
Total	518	1,161	5212	4819	3955	4217	4694

LICENSES



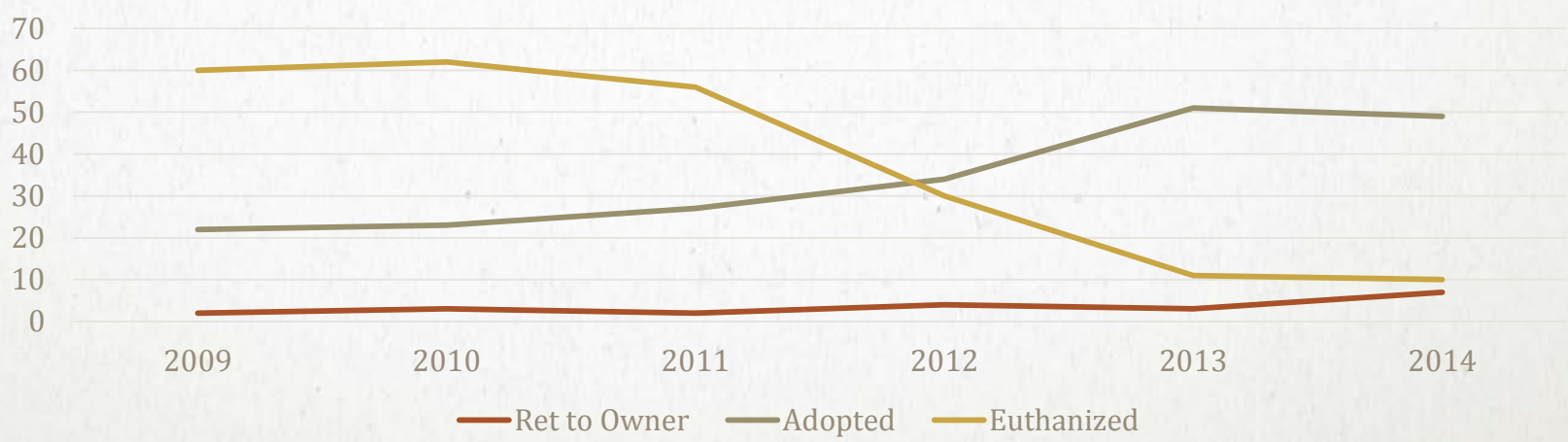
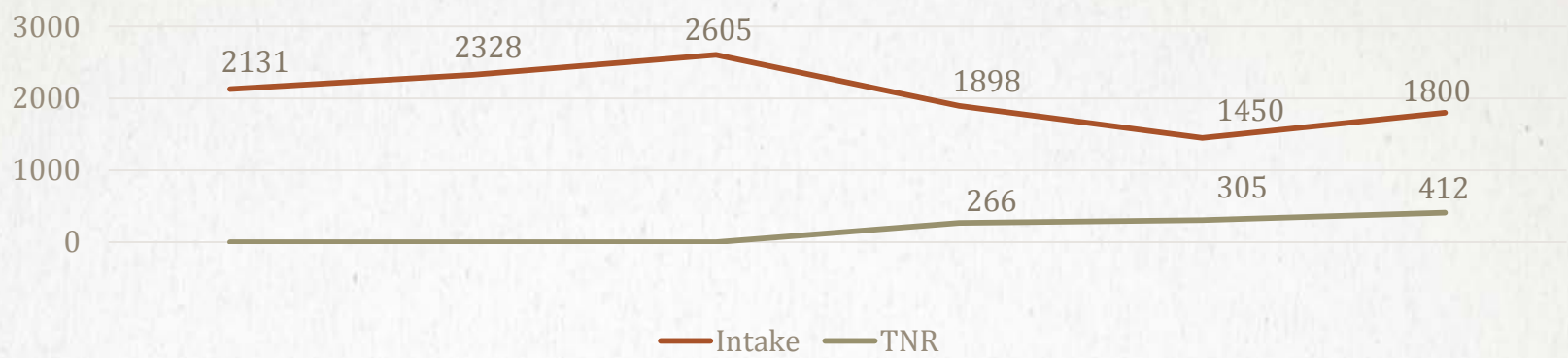
ANIMAL INTAKE



CATS

	2009	2010	2011	2012	2013	2014
Intake	2,131	2,328	2,605	1,898	1,450	1,804
Returned to Owner	46 2%	61 3%	65 2%	82 4%	45 3%	65 4%
Adopted	177 22%	533 23%	714 27%	645 34%	741 51%	890 49%
TNR				266	305	412
Euthanized	1,268 60%	1,449 62%	1,459 56%	568 30%	159 11%	176 10%
Owner Req Euthanasia				113	32	108
Disposal				177	229	172

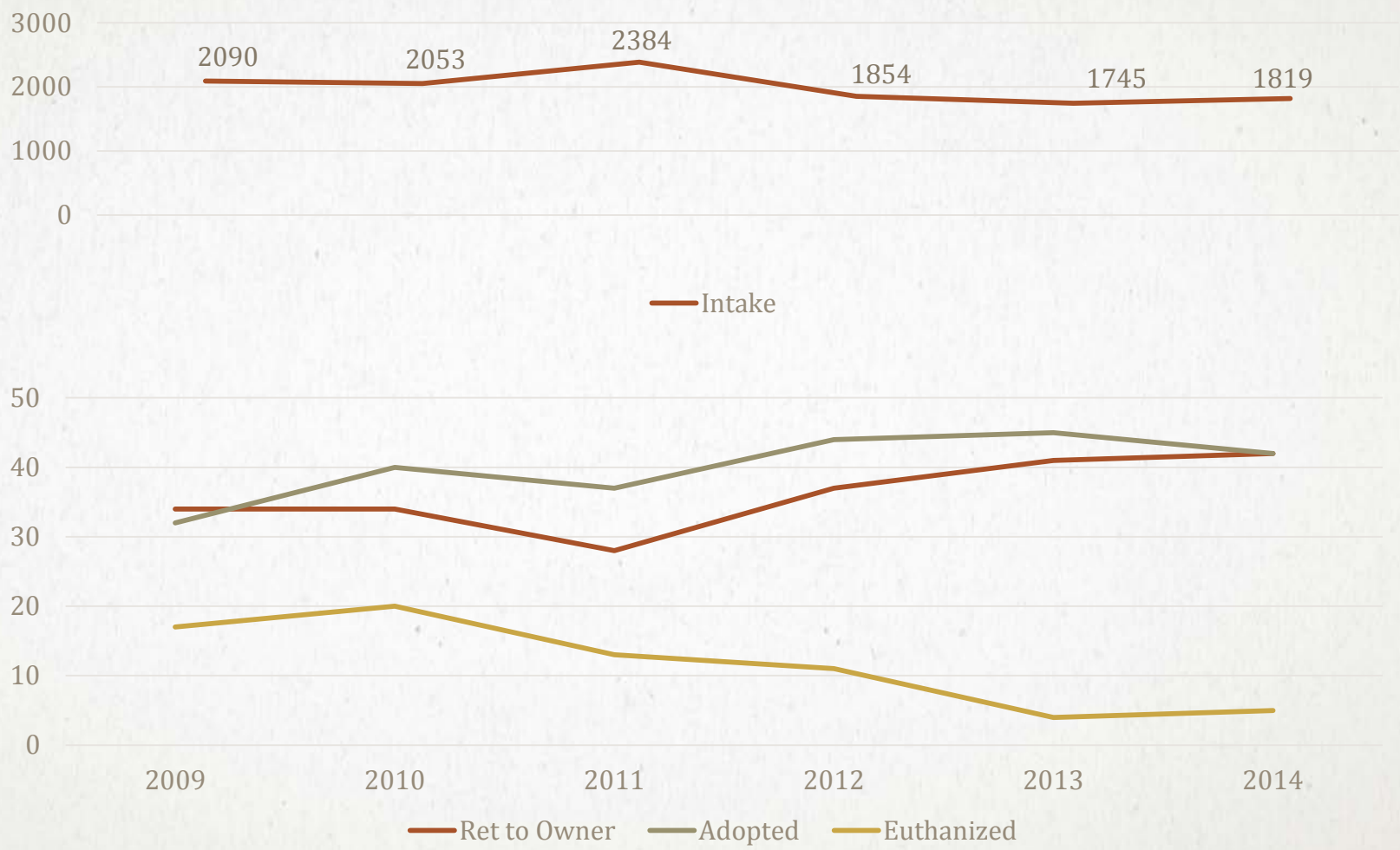
CAT TRENDS



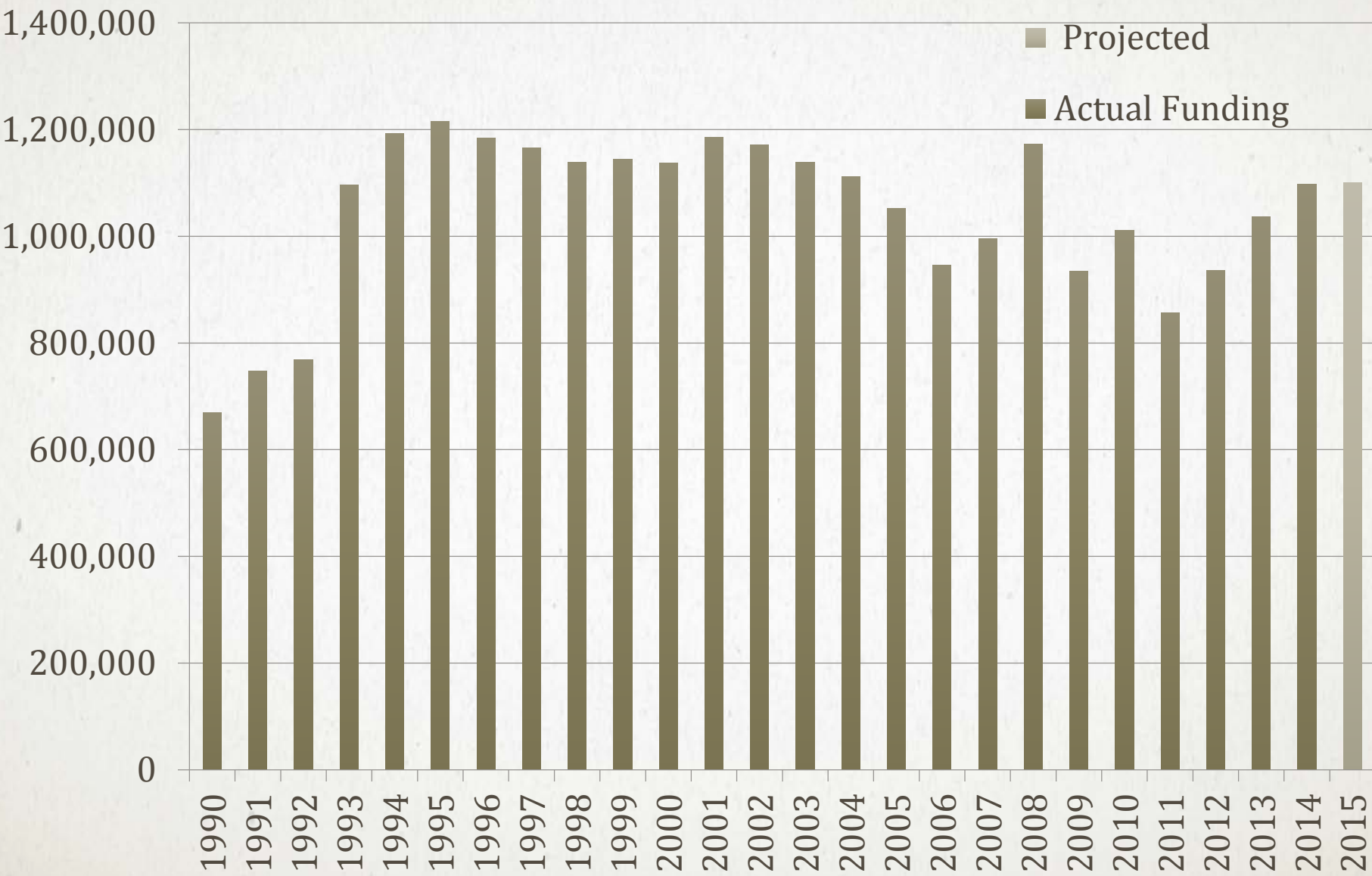
DOGS

	2009	2010	2011	2012	2013	2014
Intake	2,090	2,053	2,384	1,854	1,745	1,819
Returned to Owner	716 34%	708 34%	667 28%	680 37%	715 41%	772 42%
Adopted	677 32%	821 40%	887 37%	819 44%	786 45%	761 42%
Euthanized	351 17%	404 20%	320 13%	213 11%	76 4%	93 5%
Owner Req Euthanasia				81	125	108
Disposal				95	41	69

DOG TRENDS



HOUSING/GRANTS



Community and Economic Development

SERVICE DELIVERY



Planning and
Zoning

7 Employees



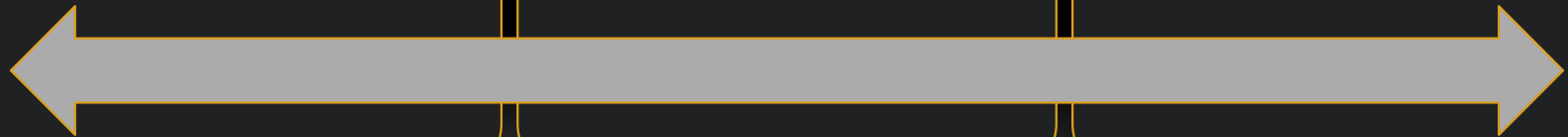
Building Inspection

9 Employees



Economic
Development

4 Employees



BUILDING INSPECTION

2014 CONSTRUCTION

Construction Valuation	\$126 Million
Building Permit fees	\$1.26 Million
Total Building Permits	1325
New Single Family Dwellings	137
New Apartment Units	455

COMMERCIAL CONSTRUCTION ACTIVITY

- New Commercial Buildings – \$36 Million
- Tenant Improvements – \$20 Million
- 11,000 Building Inspections
- 2,000 Inspections/Field Inspector

\$30 M. – MONSTER PERMITS

- Marriott Hotel – \$4.8 Million
- 201 Commerce Center – \$8.4 Million
- ARA Industrial – \$15 Million
- Bed Bath & Beyond (Mall) – \$2 Million

\$49 M. MULTI-FAMILY PROJECTS

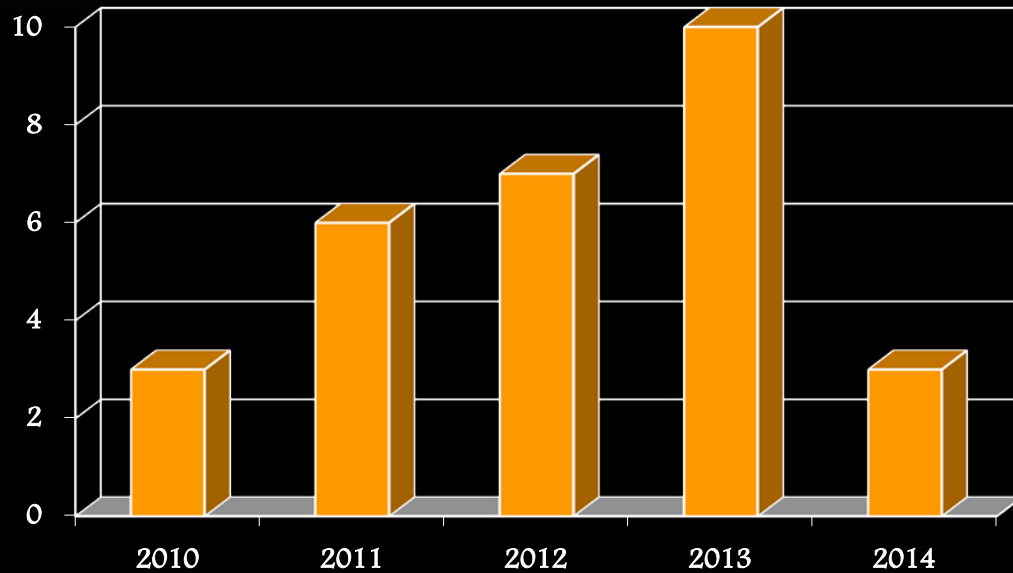
Project Name	Project Valuation
Sage Gate Apartments	\$28 Million
Highbury Apartments	\$16 Million
Ivory Townhomes East	\$2.6 Million
Truong Townhomes	\$1.5 Million
PVA Apartments	\$1.3 Million

PAPERLESS INSPECTIONS

- I Pads in use for all field inspections.
- City Works in use for Business Licenses.
- Instant inspection results sent via e-mail
- Improves efficiency & accuracy
- Easy Photo Documentation – Investigations
- No more paper tickets

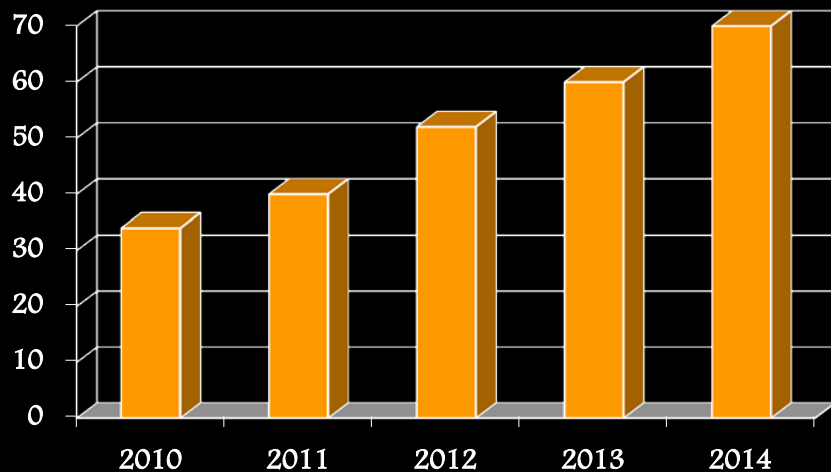
PLANNING AND ZONING

ZONE CHANGE APPLICATIONS



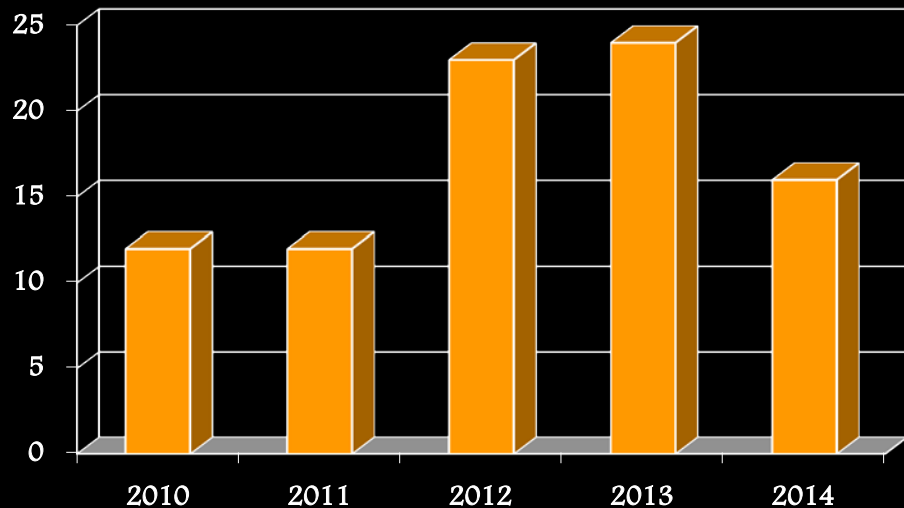
- Newton property

CONDITIONAL USE APPLICATIONS



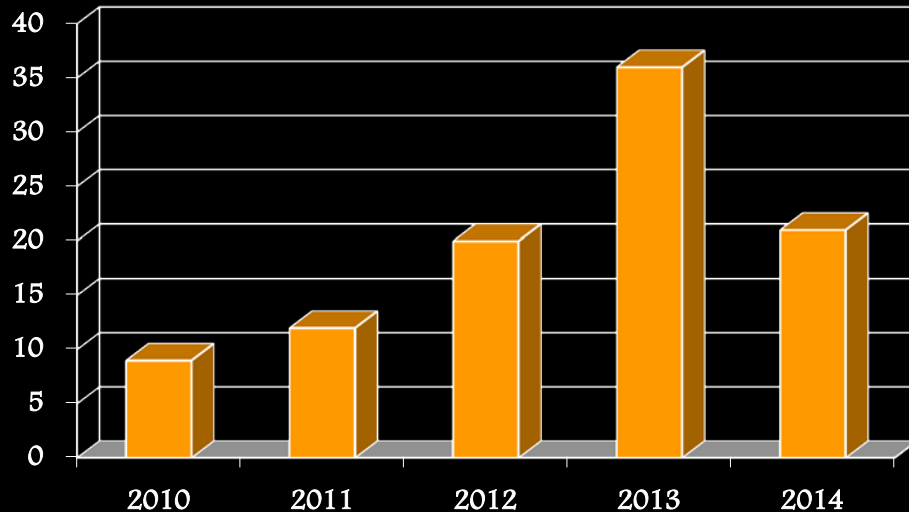
- Ara Industrial (Freeport West)
- West Valley Assisted Living
- Valley Fair Mall Phase 3B
- Expansion of Pride Trucking & Swift Transportation (First CNG Fueling Station)

PERMITTED USE APPLICATIONS



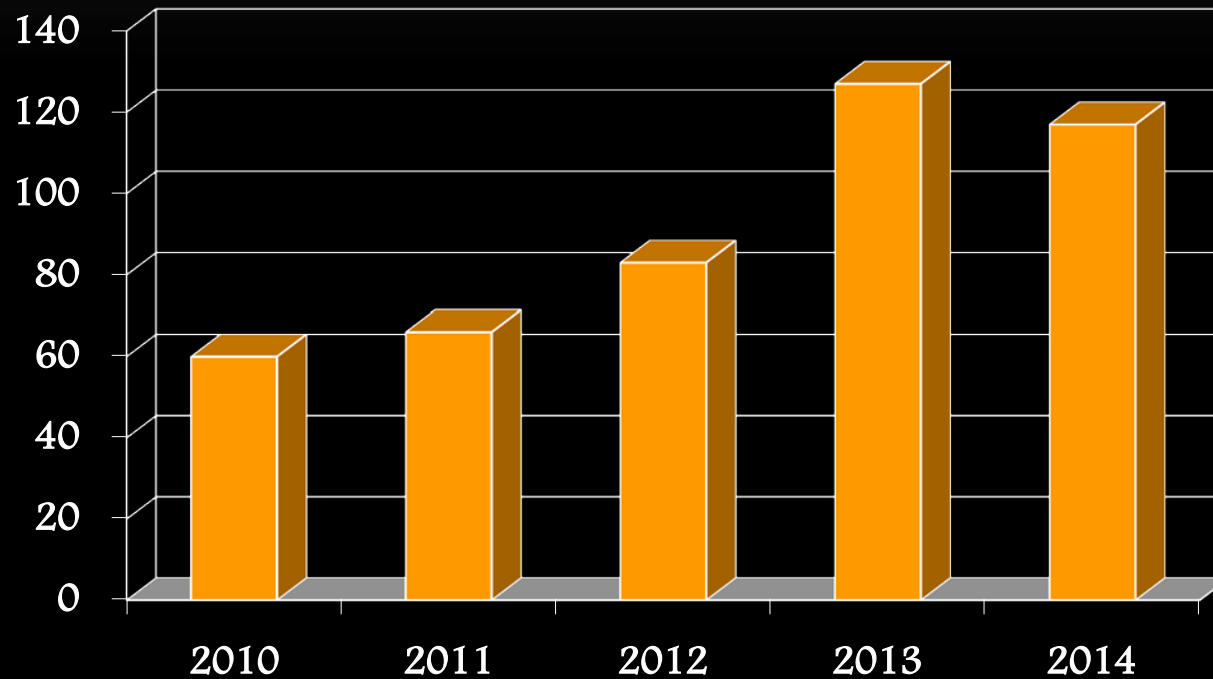
- Fairbourne Station Parking Structure
- Lodestone Park Phase 2
- Hexcel Fiber Lines 15 & 16

SUBDIVISION APPLICATIONS

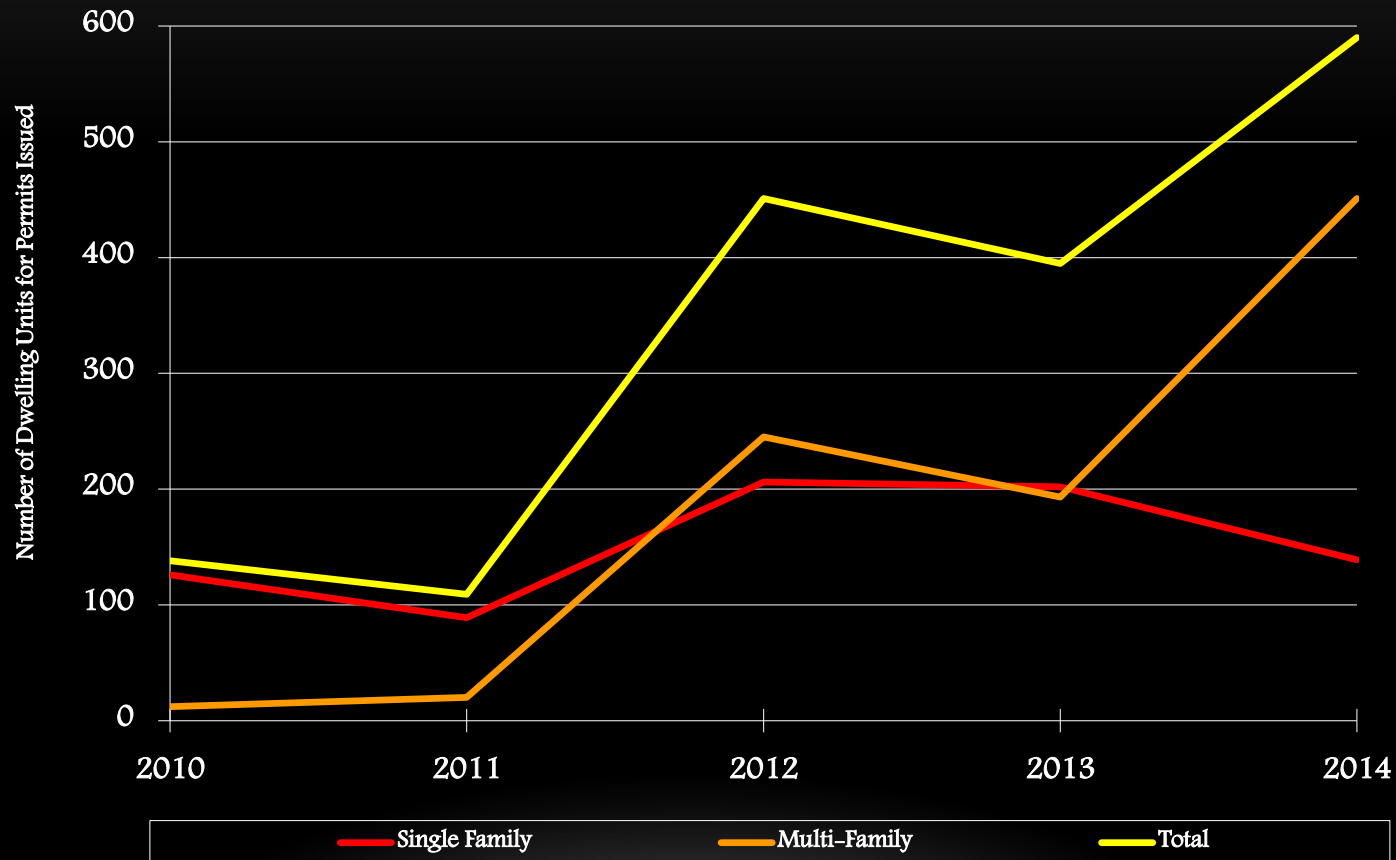


- Park Vista
- Majestic Villas PUD Phase 1
- Thomasville Manor

PLANNING COMMISSION AGENDA ITEMS



RESIDENTIAL BUILDING PERMITS



BUSINESS LICENSING

- Approximately 1,050 license reviews in 2014
- On average 21 licenses per week
 - 5 – 6 Home Occupations
 - 4 – 5 Rentals
 - 10 Commercial Licenses

OTHER PROJECTS

- General Plan Update
- Rezoning Moratorium
- Moderate Income Housing Plan
- Impact Fees
- Single Family Design Standards
- Off-Street Parking Requirements Ordinance Revision
- Household Pets Ordinance
- Food Trucks
- Alternative Financial Services Ordinance

ADDITIONAL ONGOING EFFORTS

- Neighborhood enhancement
- Business license compliance task force
- Fairbourne Station
- Economic Development support
- Review and update of all of Title 7 (Land Use Code)

ECONOMIC DEVELOPMENT

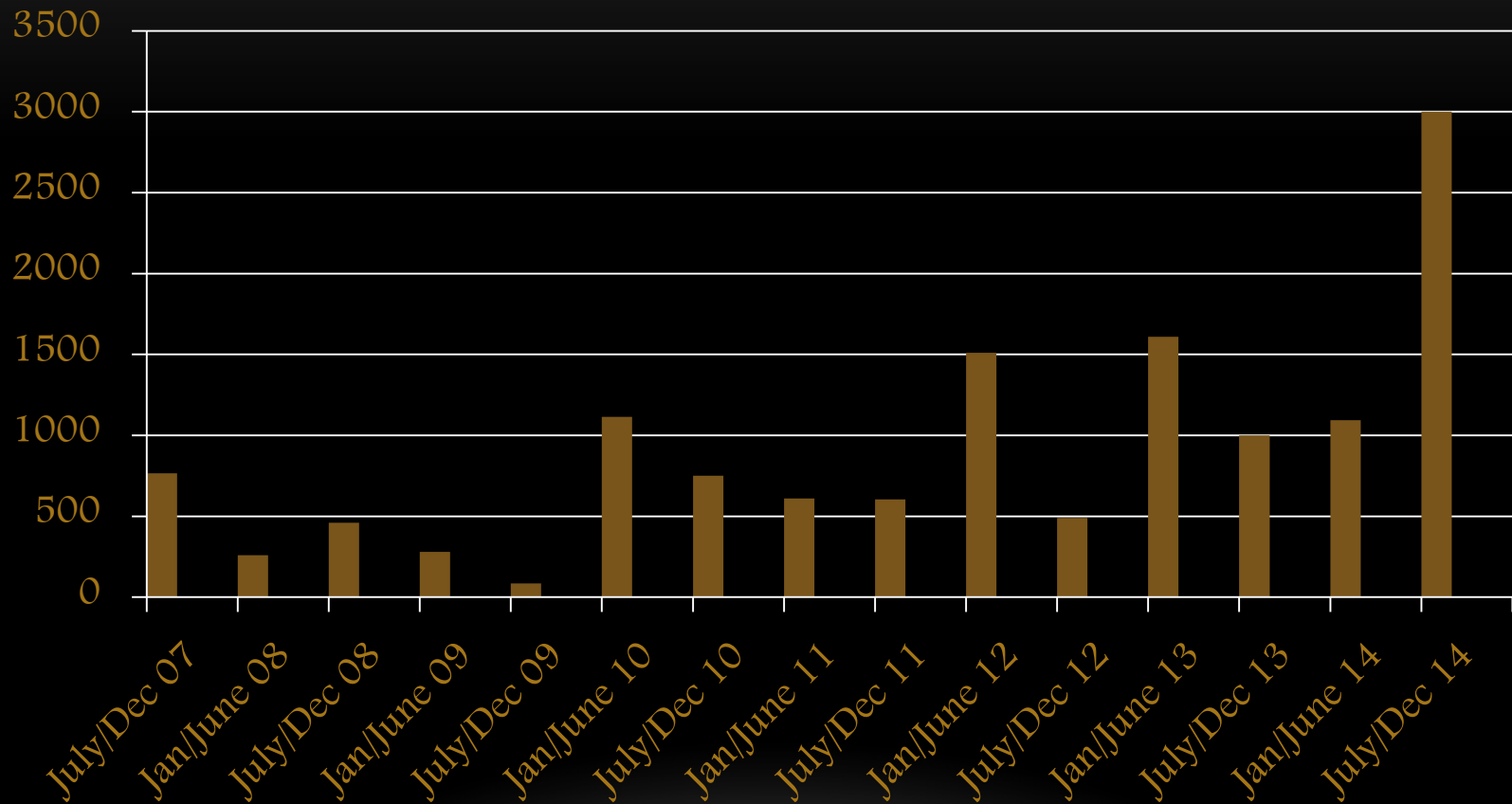
WHY WEST VALLEY

- People
 - Professional, Intuitive, Experienced, Committed, Aggressive, Smart, Addicted to Success
- Economic Development Strategic Plan
- Return on Investment Analysis
- Consistent Daily Strategy
- Relationship Building
- Project Pipeline

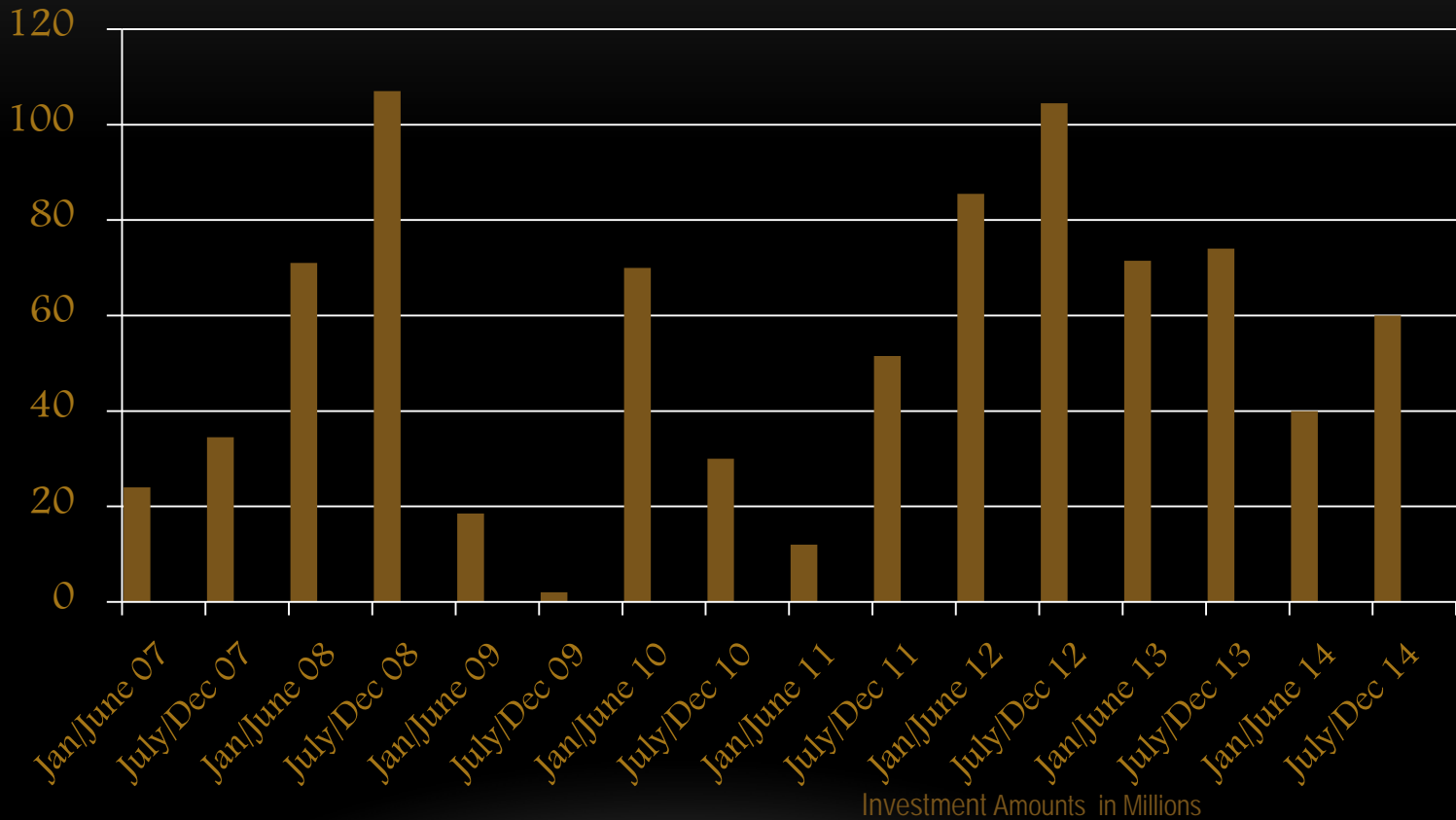
ACCELERATE EFFORTS FOR NEW BUSINESS AND ECONOMIC DEVELOPMENT

Goals	Benchmarks	Performance Metrics (2014)
Contact existing businesses for retention/expansion issues, or relocation leads within WVC	50 Per Year with 10 successes	80/12
Visit, identify and resolve issues for 40 of the City's top businesses	40 per year	70
Ribbon Cuttings	–	26
Increase in new jobs from business development efforts	1000 New Jobs	4195 New Jobs (3000 SPS alone)
Measure net increase in new sales tax from business development efforts	\$1.5 Million	\$850,000
Increase in new capital investments from business development efforts	\$100 Million	\$104,500,000

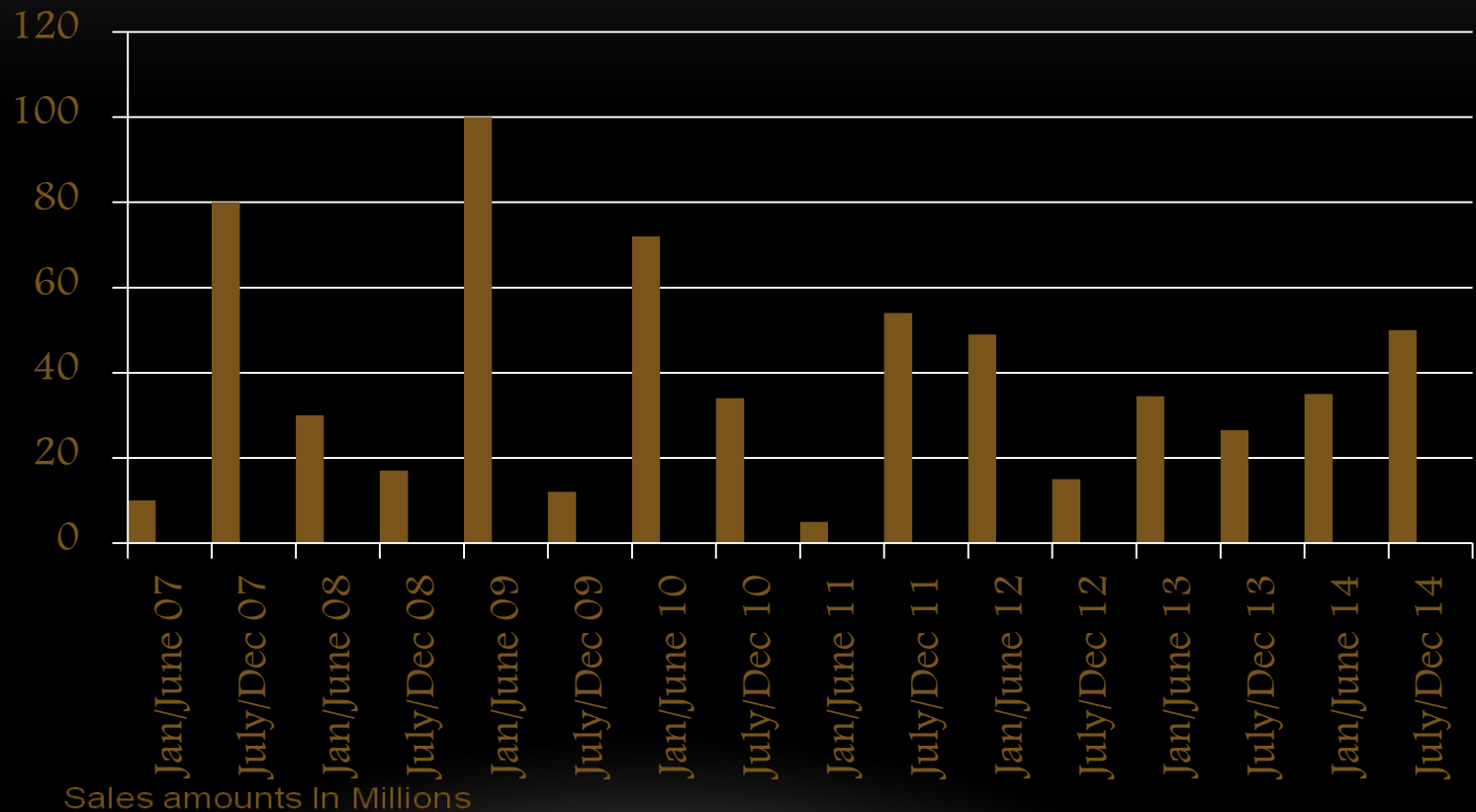
NEW JOBS



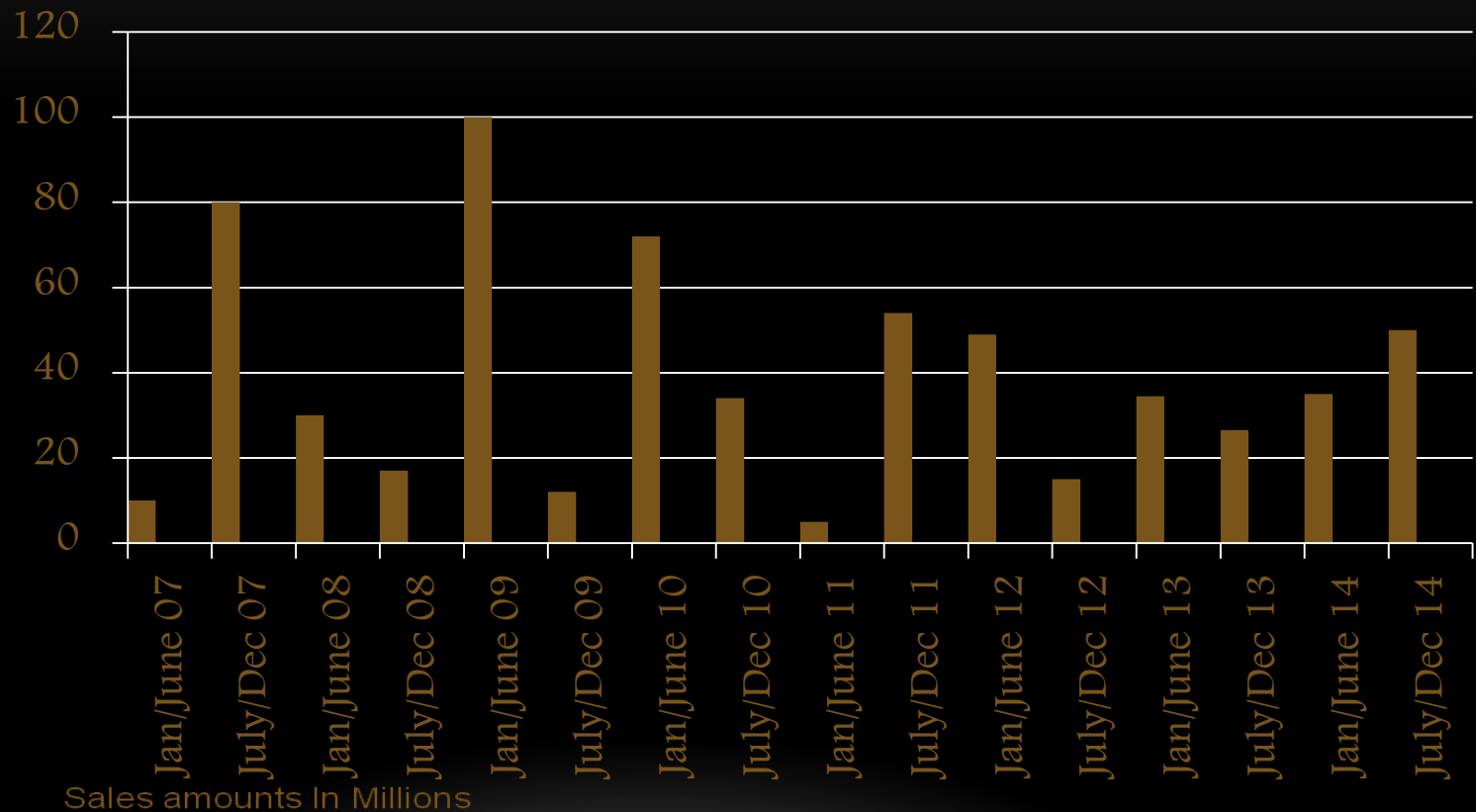
NEW CAPITAL INVESTMENT



NEW RETAIL SALES



NEW RETAIL SALES



RETURN ON INVESTMENT

- Property tax
- Sales tax
- Number of employees
- Quality of jobs
- Quality of company
- Increased amenities for residents
- Image enhancement

TOP 100 BUSINESS VISITS

- Wheeler
- OTTOBOCK
- Warner Truck Cent
- 3Form
- IHC
- C.R. England

EDCUTAH/GOED/SLCO

- Hexcel

PROJECT PIPELINE

BROKER CONTACTS

- ARA Industrial
- Enlinx
- Maxtech
- S Bio-Med

CITY INITIATED

- Intermountain Bobcat expansion
- ARA Industrial
- North West EDA

GENERAL MARKET CONTACTS

- BioMerics
- Highbury Shoppes
- ULTA
- Bed Bath and Beyond

OWNER/DEVELOPER CONTACTS

- Highbury Centre
- ARA Freeport West Industrial Park
- 201 Commerce Center/QuartzDyne
- Old Dominion Expansion
- Saigon Plaza II
- Swift Transportation Expansion

ECONOMIC DEVELOPMENT

“PROJECT PIPELINE” (JANUARY 2014)

• Recruiting contacts – new	63
• Initial assessment (0–25%)	17
• Information sharing (26–50%)	9
• Decision making (51–75%)	15
• Commitment (76–99%)	6
• Completed projects (in 2014)	16

RECRUITMENT THROUGH RETENTION

Company	Jobs	Capital Investment	Annual Sales Tax
Old Dominion Expansion	25	\$2M	–
Sundance Furniture Expansion	90	\$3M	\$250,000
Saigon Plaza II Expansion	40	\$2.5M	\$30,000
Parker Hannafin Retention	275	\$5 M	–
Enlinx relocation	25	\$.5M	–

NEW CONSTRUCTION

Company	Jobs	Capital Investment	Sales Tax
ARA building B	100-300	\$30M	-
201 Commerce building A	100 -200	\$22M	-
Swift Transportation Expansion	70	\$5M	-
Highbury Centre Phase III	350	\$18M	\$285,000
Marriott Town place Suites	60	\$9M	\$110,000
Saigon Plaza II	40	\$2.5M	\$30,000
Rheem Furnace	25	\$1M	-
Old Dominion	25	\$2M	-
SPS	3000	\$10M	-

ECONOMIC DEVELOPMENT STRATEGIC PLAN

- Assessment of needs
- Clear path to success
- Unique
- Identifying what is moving in the market and targeting

VALLEY FAIR MALL UPDATE



- Projected Value
Mall (2005) – \$35.2M
At Completion – \$128.5M
- Projected Sales
Mall (2005) – \$62.2M
At Completion – \$320M
- Projected Employment
Mall (2005) – 900
At Completion – 2,100

BED BATH & BEYOND AT VALLEY FAIR MALL



ULTA AT VALLEY FAIR MALL



Economic Development

RESIDENCES AT FAIRBOURNE STATION



5600 WEST UPDATE



- Highbury Centre Phase III under construction (Wells Fargo, Black Bear Diner, Freddys Steakhouses, etc.)
- Marriott Townplace to open in April 2014
- Shoppes at Lake Park expansion (Marshalls, Joanne Fabrics , etc.)
- Potential redevelopment of the 27 ac. Kmart property

CINEMARK THEATERS AT Highbury Centre



Economic Development

MARRIOTT TOWNPLACE AT Highbury Centre



PETZL – NORTH AMERICAN HEADQUARTERS



MOLINA MEDICAL



SAIGON PLAZA II



PROJECTS IN THE “PIPELINE”

- Freeport West Industrial Park Building C
- CR England expansion
- IHC expansion @ Lake Park
- Highbury Centre phase III
- Innovasis Medical Products
- Valley Fair Mall – Interior Remodel
- Commerce 201 development Building B
- SilencerCo expansion
- Wakeboard Park
- Godfrey Trucking expansion
- Sunlitho Expansion

THERMO KING



HEXCEL EXPANSION



OLD DOMINION



201 COMMERCE BUILDING A



ARA INDUSTRIAL PARK



IHC EXPANSION AT LAKE PARK



INNOVASIS HEADQUARTERS



December 30, 2014

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

January 1, 2015 New Year's Day Holiday – City Hall closed

January 2, 2015 All Star Monster Truck Tour, Maverik Center, 7:30 P.M.

January 3, 2015 All Star Monster Truck Tour, Maverik Center, 2:00 P.M. & 7:30 P.M.

- January 5 –
February 2, 2015 Food Drive Sponsored by EAC (Details to follow)

January 6, 2015 Council Study Meeting, 4:30 P.M.; Regular
Council, RDA & Housing Authority Meetings, 6:30 P.M. –
Opening Ceremony: Tom Huynh

January 7, 2015 Meet with Mayor Bigelow, City Hall, 4:30 P.M. –
6:00 P.M.

January 7, 2015 Community Meeting with Mayor Bigelow,
Location TBD, 7:00 P.M. – 8:30 P.M.

January 7, 2015 Utah Grizzlies vs. Alaska Aces, Maverik Center,
7:05 P.M.

January 9, 2015 Utah Grizzlies vs. Stockton Thunder, Maverik
Center, 7:05 P.M.

January 10, 2015 Utah Grizzlies vs. Stockton Thunder, Maverik
Center, 7:05 P.M.

January 13, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Buhler
January 19, 2015	Martin Luther King, Jr. Holiday – City Hall closed
January 19, 2015	Utah Grizzlies vs. Ontario Reign, Maverik Center, 1:35 P.M.
January 20, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Karen Lang
January 23, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
• January 26, 2015	Utah State Legislative Session Begins
January 27, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Steve Vincent
January 31, 2015	PBR Blue Def Velocity Tour, Maverik Center, 7:00 P.M.
February 3, 2015	Council Study Meeting, 4:30 P.M.; Regular Council, RDA & Housing Authority Meetings, 6:30 P.M. – Opening Ceremony: Corey Rushton
February 5, 2015	Dancing With The Stars: Live! Tour, Maverik Center, 8:00 P.M.
February 6, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
• February 7, 2015	WWE Live – Road to Wrestlemania, Maverik Center, 1:00 P.M.
• February 7, 2015	Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 8:05 P.M.

February 10, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Lars Nordfelt
February 16, 2015	President’s Day Holiday – City Hall closed
February 16, 2015	Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 1:35 P.M.
February 17, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Ron Bigelow
February 18, 2015	Police Department Awards Banquet, UCCC, 7:00 P.M. – 9:00 P.M.
February 20 & 21, 2015	Council Strategic Planning Meeting (Details to Follow)
February 24, 2015	Council Study Meeting, 4:30 P.M.; Regular Council Meeting, 6:30 P.M. – Opening Ceremony: Tom Huynh
February 25, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
• February 27, 2015 EAC,	Employee Bowling Tournament Sponsored by Delton Lanes, Noon – 3:00 P.M. (Details to follow)
February 28, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
• March 2, 2015	Utah Grizzlies vs. Stockton Thunder, Maverik Center, 7:05 P.M.
• March 6, 2015	Utah Grizzlies vs. Ontario Reign, Maverik Center, 7:05 P.M.
• March 7, 2015	Utah Grizzlies vs. Ontario Reign, Maverik Center, 7:05 P.M.

- March 7-11, 2015 NLC Congressional City Conference, Washington, D.C. (Details to follow)
- March 9, 2015 Utah Grizzlies vs. Ontario Reign, Maverik Center, 7:05 P.M.
- March 12, 2015 Utah State Legislative Session Ends
- March 20, 2015 Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
- March 21, 2015 Utah Grizzlies vs. Bakersfield Condors, Maverik Center, 7:05 P.M.
- March 25, 2015 Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 7:05 P.M.
- March 27, 2015 WVC Employee Appreciation Night at Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 7:05 P.M.
- March 28, 2015 Utah Grizzlies vs. Idaho Steelheads, Maverik Center, 7:05 P.M.
- April 3, 2015 Utah Grizzlies vs. Alaska Aces, Maverik Center, 7:05 P.M.
- April 4, 2015 Utah Grizzlies vs. Alaska Aces, Maverik Center, 7:05 P.M.
- April 20, 2015 Barry Manilow “One Last Time” Concert, Maverik Center, 7:30 P.M.
- April 22, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.
- April 23, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.
- April 24, 2015 Cirque de Soleil – Varekai, Maverik Center, 7:30 P.M.

- April 25, 2015 Cirque de Soleil – Varekai, Maverik Center, 4:00 P.M. & 7:30 P.M.
- April 26, 2015 Cirque de Soleil – Varekai, Maverik Center, 1:30 P.M. & 5:00 P.M.

City Manager's Voice Mail Messages

12/24/14 Updates re: litigation, annual property tax story in Tribune & project with local business